



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

January 23, 2019

Interra Hydro, Inc.
Brian Duffy
President
6500 River Place Blvd, Bldg. 7 #250
Austin, TX 78730

Dear Brian:

The Austin City Council approved the execution of a contract with your company for smoke testing, manhole inspections, and lateral TV inspection of the sewer collection system in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	Smoke Testing, Manhole Inspections, and Lateral TV Inspection of Sewer Collection System
Contractor Name:	Interra Hydro, Inc.
Contract Number:	MA 2200 NA190000039
Contract Period:	3/8/2019 – 3/7/2022
Dollar Amount	\$420,000.00
Extension Options:	Two 12-month options at \$140,000/option
Requisition Number:	RQM 2200 18062900590
Solicitation Type & Number:	IFB 2200 SLW1008
Agenda Item Number:	24
Council Approval Date:	11/29/2018

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Wirtanen
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Interra Hydro, Inc. ("Contractor")
for
Smoke Testing, Manhole Inspections, and Lateral TV Inspection of Sewer Collection System
MA 2200 NA190000039**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Interra Hydro, Inc. having offices at Austin, TX 78730 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 2200 SLW1008.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, IFB, 2200 SLW1008 including all documents incorporated by reference
- 1.1.3 Interra Hydro, Inc.'s Offer, dated August 22, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall become effective March 8, 2019 and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12-month periods at the City's sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).
- 1.3.3 This is a 36-month Contract. Prices are firm for the first twelve (12) months.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$420,000 for the initial Contract term and \$140,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

INTERRA HYDRO, INC.

Brian Duffy

Digitally signed by Brian Duffy
DN: cn=Brian Duffy, o=Interra Hydro, ou, email=brian.duffy@interrahydro.com, c=US
Date: 2019.01.15 08:48:14 -06'00'

Signature

Brian Duffy

Printed Name of Authorized Person

Principal

Title

January 15, 2019

Date

CITY OF AUSTIN

Larry Wirtanen

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

1/23/19

Date



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB 2200 SLW1008

DATE ISSUED: July 30, 2018

REQUISITION NO.: RQM 18062900590

COMMODITY CODE: 91063, 99287

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Sandy Wirtanen
Procurement Specialist IV

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

Georgia Billela
Procurement Specialist III

Phone: (512) 974-2939

E-Mail: Georgia.billela@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Smoke Testing, Manhole Inspections, and Lateral TV Inspection of Sewer Collection System

PRE-BID CONFERENCE TIME AND DATE: August 10, 2018 at 1 PM

LOCATION: Waller Creek Center, 625 East 10th Street, Rm. 515

BID DUE PRIOR TO: August 23, 2018 at 2 PM

BID OPENING TIME AND DATE: August 23, 2018 at 3 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 2200 SLW1008	Purchasing Office-Response Enclosed for Solicitation # IFB 2200 SLW1008
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

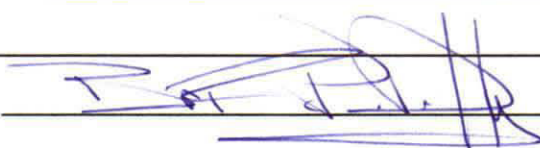
SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	11
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Interra Hydro, Inc.
Company Address: 6500 River Place Blvd, Bldg. 7, #250
City, State, Zip: Austin, Texas 78730
Federal Tax ID No. '
Printed Name of Officer or Authorized Representative: Brian P. Duffy
Title: President
Signature of Officer or Authorized Representative: 
Date: August 22, 2018
Email Address: brian.duffy@interrahydro.com
Phone Number: (940) 781-4423

*** Completed Bid Sheet, section 0600 must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
SUPPLEMENTAL PURCHASE PROVISIONS
SMOKE TESTING, MANHOLE INSPECTION, AND LATERAL TV INSPECTION OF SEWER COLLECTION SYSTEM
SOLICITATION NUMBER: IFB 2200 SLW1008

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to the offer closing date by 1:00 PM CST. Any requests should be emailed to sandy.wirtanen@austintexas.gov.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

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Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water
Attn:	Adrian Sandoval
Address	2600 Webberville Road
City, State Zip Code	Austin, TX 78702

- B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: [https://assets.austintexas.gov/purchase/downloads/New ALO Ordinance No 20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

8. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

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Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CUUR0000SEHG01	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: US City Average	
Description of Series ID: Water and Sewerage Maintenance	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond – Contract Management Specialist III

Darrell.richmond@austintexas.gov

512-972-0313

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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1.0 PURPOSE

The City of Austin ("City") seeks a qualified Vendor ("Contractor") to perform smoke testing, manhole inspection, and lateral inspection in the wastewater collection system. The Contractor shall perform and document smoke testing and manhole inspections in wastewater mains as assigned. As part of this process, when smoke testing defects are identified in the lateral sections of the sewers, the Contractor shall perform lateral TV inspection as applicable. The City will reimburse the Contractor in accordance with the terms of the Contract and bid prices.

2.0 APPLICABLE STANDARDS AND SPECIFICATIONS

- 2.1 TMUTCD: Texas Department of Transportation Manual on Uniform Traffic Control Devices
- 2.2 City of Austin Transportation Criteria Manual
- 2.3 ASTM D 790: Test Methods for Flexural Properties of Unreinforced and reinforced Plastics and Electrical Insulation Materials
- 2.4 29CFR, Parts 1910 and 1926: United States Department of Labor Rules 29 CFR, Parts 1910 and 1926 Occupational Safety and Health Administration (OSHA)
- 2.5 TCEQ licensing: Texas Administrative Code, Title 30, Part 1, Chapter 30, Subchapter J
- 2.6 National Electrical Code (NEC), NFPA 70, National Electric Code
- 2.7 National Fire Protection Agency (NFPA), 820, Standard for Fire Protection in Wastewater Treatment and Collection Facilities
- 2.8 NAASCO PACP: Pipeline Assessment and Certification Program

3.0 CONTRACTOR GENERAL REQUIREMENTS

- 3.1 The Contractor shall provide the labor, materials, equipment, etc. needed to smoke test sanitary sewer mains, perform manhole inspections, and perform TV inspection of laterals, as applicable.
- 3.2 All inspection work shall be performed according to standards set forth by National Association of Sewer Service Companies (NAASCO). Personnel working on this project shall have current certifications for Manhole Assessment and Certification Program (MACP) and Lateral Assessment and Certification Program (LACP). All certifications for employees working on this contract shall be submitted to the City of Austin prior to completing any work items. Certifications shall be maintained for the duration of this contract. Any new employees added to this contract shall have their certifications submitted to the City of Austin.
- 3.3 The Contractor shall have a minimum of 3 years' experience. Any change of key staff during the contract, the Contractor shall inform and obtain approval from the city for suitable replacement.
- 3.4 Contractor shall be responsible for obtaining Temporary Use of Right of Way Permits (TURP) from the City and provision of and maintenance of temporary traffic control devices as required by the City of Austin.
- 3.5 Contractor shall be responsible for obtaining permits for any work performed in the Texas Department of Transportation (TxDOT) right of way.
- 3.6 All work completed under this contract shall be in accordance with all federal and state laws and regulations and City of Austin Code of Ordinances. A full list of City of Austin Ordinances can be found online at <https://library.municode.com/TX/Austin>
- 3.7 The Contractor shall follow the sequence of work;

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- 3.7.1 Packets Assignments:
Contractor will be provided packets of work to be performed and it is the responsibility of the Contractor to track the progress of the work. Each Packet contains a combination of sanitary sewer mains of various sizes and lengths located within a sewer sub basin. Each sewer segment will be identified by the upstream and downstream node numbers such as manholes, and T connections. Pipe diameter, length, and pipe material (when available) will be identified. Any discrepancies shall be brought to the City's Project Manager's (PM) attention immediately but no later than 24 hours after the Contractor becomes aware of the discrepancy. Any request for additional payment shall be approved prior to performing the work or additional payment will not be made.
- 3.7.2 The Contractor shall notify the City's Project Manager in the form suitable to the PM (phone call, email typically) of any site conditions, such as access and or amount of debris, which would prevent the accomplishment of the work as identified in the Work Plan immediately but no later than 24 hours after Contractor becomes aware of the conditions.
- 3.8 Contractor shall be familiar with the work environment and agency coordination requirement for each assignment.
 - 3.8.1 Projects within the Downtown Area Project Coordination Zone (DAPCZ) are subject to the requirements set by City Code 14-11-167. Visit <https://library.municode.com/TX/Austin> for City Code and Technical Manuals. Refer to <http://www.austintexas.gov/page/mobility-guidelines> Mobility Guideline MG-03 for further details on closures and detours.
 - 3.8.2 Contractor shall visit the site of each Work Plan to verify the location of the manholes without impeding the normal operation of any business in these areas.
 - 3.8.3 The Contractor shall use precautions for the protection of all persons, vegetation, animals, and property. The Contractor shall provide 24 hour notice to the homeowner and ask for permission from the owner prior to accessing private property. The Contractor is responsible for damage to private property and vegetation. Refer to the Code of the City of Austin, Texas Title 15 § 15-11 – Private Lateral Sewer Lines.
 - 3.8.4 Contractor shall develop a work schedule that incorporates any time necessary for the permit process and also coordination of work that does not impede the normal operation of the business of these areas.
 - 3.8.5 Contractor is to coordinate with other contractors that may have activities planned for the same area before work is to commence.
 - 3.8.6 Work will not be allowed in the same area where there is already a special event planned.

4.0 CONTRACTOR MATERIALS REQUIREMENTS

- 4.1 The Contractor shall provide submittals detailing the labor, materials, equipment, and other information for City's PM review at the start of contract. These submittals shall include details on how the Contractor plans to perform smoke testing sanitary sewer mains, manhole inspections, and TV inspections of laterals, as applicable.
- 4.2 The Contractor shall be responsible for providing the equipment, tools, and incidentals to perform smoke testing, manhole inspections, and TV inspections of laterals, as applicable.
- 4.3 The Contractor shall ensure that the smoke delivery system shall not induce carbon monoxide smoke above 50 ppm averaged over an 8-hour work shift (in accordance with OSHA requirements).

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- 4.4 The Contractor shall provide two portable blowers designed and built specifically for the use of smoke testing. The blowers shall be self-contained and powered by a minimum three horsepower gasoline engine and be capable of producing a minimum of 2,000 cubic feet of air per minute. The base of the blower shall have appropriate adapters and seals to make a good connection to the manhole without excessive loss of air and smoke.
- 4.5 The Smoke Fluid shall be “raw” LiquiSmoke as manufactured by Hurco Technologies, Inc. or approved equal. Smoke Fluid shall produce smoke when exposed to the heat of the exhaust system of the motor for the blower. The smoke generated shall be white to gray smoke, leaving no residue, and shall be non-toxic and non-explosive. The smoke shall not be toxic to humans, animals or vegetation.

5.0 DATA TRANSFER AND INTEGRITY REQUIREMENTS

- 5.1 The Contractor is responsible for collecting video and smoke testing data that is consistent with industry standards. The Contractor is required to complete a trial inspection using the data collectors, video cameras, and other equipment that will be used in the contract. The City will take the submitted data from this trial inspection and ensure it can be imported into the city databases properly. If the formatting is incompatible with the City databases, comments will be provided to the Contractor outlining the reasons for incompatibility. Subsequent trial inspection will be required until the data is formatted in a manner that can be imported into the City databases.
- 5.2 The Contractor will only be paid for work delivered in a format that is compatible with the City of Austin databases.
- 5.3 Video Data Requirements
- 5.3.1 The Contractor shall provide to the City video in digital form and in a format compatible with the City's database system.
- 5.3.2 All video shall have a length counter present on the video
- 5.4 Smoke Testing Data Requirements
- 5.4.1 The smoke testing data shall be submitted to the City in a tabulated format that can be uploaded into GIS database.
- 5.4.2 The following data fields shall be collected for each defect. A detailed data dictionary and formatting requirement will be provided to the Contractor to ensure collected data can be properly imported into the COA database.
- Start Date – The date smoke testing was completed
 - Defect – The type of defect that was collected
 - Photo 1 – A photo of the defect (close up showing smoke)
 - Photo 2 – A photo of the defect (reference shot with at least one item for reference such as a house or other defining feature)
 - Photo 3 – Photo showing replaced clean out cap OR Other reference photo if needed
 - Photo 4 – Other reference photo if needed
 - Surveyed By – The person completing this data collection item
 - Basin Area – The basin name this defect occurs in
 - Defect address number – The street address number the defect occurs on
 - Defect Street – The name of the street the defect occurs on
 - Blower Manhole – The manhole ID the blower is set up in
 - Test segment – The segment ID that the smoke is issued to
 - Current Weather – Weather at the time of collection

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- House Vent – Is smoke coming out of a house vent
- Defect Location – The GPS coordinates the defect occurs on
- Defect Type – The type of defect from a preselected list
- Defect Surface – The ground surface this defect occurs as (from a preselected list)
- Defect Surface Material - The ground surface material this defect occurs as (from a preselected list)
- Defect Severity – Severity as outlined by COA standards
- Inflow Potential – The potential for inflow to occur as outlined by COA standards
- Is a POCO and CCO available? – Is there a POCO and CCO nearby that is associated with the lateral the smoke test occurs at?
- Size of CCO – The CCO size, 4" or 6"
- Were you able to replace any missing CCO? – Was a CCO cap replaced?
- Video Needed? – Is future video needed to further investigate this item (yes, no)
- Dye Test Needed? – Is dye testing needed to further investigate this item (yes, no).
- Remarks/Comments – Provide other remarks or comments necessary to further understand the smoke testing defect and further actions to follow up on the defect.

5.4.3 The GPS accuracy required for all points shall be at least one meter in accuracy. Contractor shall submit to equipment installer will use to take GPS points.

5.4.4 The Contractor shall take a photo of each manhole setup for documentation that the smoke testing setup was arranged properly. Photos shall include any sandbagging inside the manhole along with the blower arrangement. The setup documentation shall provide adequate information to clearly show the smoke testing was properly completed according to these specifications.

5.5 Manhole Inspections

5.5.1 All manhole inspections shall integrate with GraniteNet software package.

5.5.2 Any point clouds, camera photos, video, or supplemental inspection data used in the MACP level 2 manhole inspection shall be uploaded into GraniteNet. Each manhole shall have the supplemental data attached to the individual manhole inspection in GraniteNet.

6.0 CONTRACTOR OPERATIONAL REQUIREMENTS

6.1 Because the smoke testing is highly visible and has the potential to impact the public, the Contractor shall properly plan and notify all affected customers in advance of smoke testing in accordance with the terms of this section of the contract. Affected customers are defined as all homeowners, businesses, schools, and other residents whose sewer services connect to the sewer main being smoke tested.

6.1.1 The Contractor shall be responsible for coordination with Austin Water's Public Information Office (AW PIO) for a press release. The flyer and/or press release notice will be reviewed and approved by AW PIO. It shall include contact numbers for the Contractor and AW personnel, if residents want additional information and warnings to the homeowner that individuals with respiratory, heart problems, or others who should never be exposed to smoke, should be removed from the premises prior to the tests. Others, such as house confined people with handicaps, sleeping shift workers, and locked in animals should be identified and evacuated before the test. The notice should also request that homes with these individuals be requested to be registered as "Homes of Special Concern."

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- 6.1.2 The Contractor shall notify the Fire Departments just prior to distributing the flyers. Contractor shall maintain a log of all required coordination with City departments and agencies. Log shall be made available upon request by the Project Manager.
- 6.1.3 The Contractor shall make a good faith effort to meet with managers of all affected commercial businesses.
- 6.1.4 The Contractor shall obtain permission from administrative personnel of all affected public and private schools.
- 6.1.5 The Contractor shall maintain adequate records of all notifications to emergency services and to produce them upon request by the AW Project Manager. Failure to comply with this requirement may be cause to suspend the Contractor's operations until compliance is achieved.
- 6.2 Personnel Qualifications
 - 6.2.1 The field crew shall be of sufficient size to properly operate the smoke generation machine and provide full coverage of the area to visually locate smoke discharged from defects. This must include personnel for traffic control.
 - 6.2.2 The employees performing the smoke testing under the provisions of these specifications shall be properly trained and thoroughly experienced in the use of the equipment and procedures.
 - 6.2.3 Each employee shall wear or have on them a photo ID identifying him/her by name, company name and contact information. Clothing and vehicles identifying the company are also preferred. All job supervisors shall have business cards with contact information to provide to residents if requested.
 - 6.2.4 The Contractor shall take appropriate action to ensure that his/her employees are polite to the public in all aspects of the work and that immediate assistance is provided to property owners if needed.
- 6.3 Notifications to affected customers shall use the AW template and shall include contact numbers for the Contractor and AW personnel. All notification letters or hangtags shall be bilingual in Spanish and English. The Contractor shall be responsible for printing and distributing all required notifications to affected customers.
 - 6.3.1 No more than two weeks prior and not less than one week prior to the date of the smoke testing, the Contractor shall provide an initial notification to all affected customers. This notification shall be by using a printed flyer hung on each door of affected customer. This notification shall have the scheduled dates for the smoke testing.
 - 6.3.2 24 hours in advance of the testing, the Contractor shall notify the Fire Department by phone and let them know about the area to be tested during the next day of work.
 - 6.3.3 On the day of the testing, the Contractor shall check with all homes of special concerns to be sure that all persons that may be sensitive to smoke are out of their home prior to testing.
- 6.4 Due to the high visibility of smoke testing, acceptable periods of work are outlined as follows:
 - 6.4.1 The Contractor shall not commence testing before 8:00 a.m. and shall terminate testing no later than 5:00 p.m. each day.
 - 6.4.2 If the Contractor wishes to test before 8:00 a.m. in commercial areas, such testing shall be shown on the submitted WORK SCHEDULE and is subject to the approval of the AW Project Manager.

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- 6.4.3 Work times in commercial areas shall be scheduled prior to the opening of the majority of the businesses in that area.
- 6.4.4 Smoke testing shall not be performed on weekends or on holidays without the prior approval of the AW Project Manager.
- 6.4.5 Contractor shall not perform smoke testing on days that, in the opinion of the AW Project Manager, will hinder the results of the test. (For example, when high winds, heavy rains, or excessively high ground-water levels would interfere with the effectiveness of the testing).
- 6.5 Damage to Structures
 - 6.5.1 The Contractor shall protect the pipeline and its appurtenances from damage during the smoke testing, manhole inspection, or lateral inspection. Any damage resulting from field activities shall be repaired by the Contractor, at no additional cost to the City, using repair methods approved by the City.
 - 6.5.2 Manholes dismantled or damaged during the smoke testing process or manhole inspection shall be repaired at Contractor's expense.
 - 6.5.3 Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The City's Project Manager may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due. The Contractor shall not be responsible for any damages caused by sewer stoppages after the course of treatment.
 - 6.5.4 If the Contractor observes that there are any damaged manholes not due to smoke testing activities, the Contractor shall notify the City of the manholes that are damaged prior to commencing work.
- 6.6 Flow Management – It is the intent of this specification that the smoke testing to be accomplished without the need for bypass pumping. The Contractor shall provide temporary plugs, sandbags, or flow barriers as required to contain an adequate volume of smoke within the section of sewer being tested, or to limit the extent of sewer subjected to pressurized smoke. The Contractor shall monitor the resulting surcharged sewer at the manhole upstream of the section of sewer being tested and prevent overflow conditions by removing the flow barriers.
- 6.7 Operational Conditions and Surcharging Sewers
 - 6.7.1 The Contractor may have to work during off peak hours, weekends, and nights to perform the work. No additional payment will be made based on the working hours and days of the week.
 - 6.7.2 Where the sewage flow is blocked or obstructed, sufficient precautions shall be taken to protect the public health. The sewer lines shall be protected from damage. The following shall be prevented:
 - Sewage back-up into buildings.
 - Sewage overflows from manholes, cleanouts or any access to the sewers.
 - Disruption of water or sewer services to users upstream and downstream of the Work area.
 - Sewage discharge into streets, storm sewers or surface waters.
 - Contractor shall be responsible for cleaning up homes and or businesses as a result of sewer back up.

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6.8 Sewage Spills

- 6.8.1 Contractor shall not, under any circumstances, allow sewage or solids removed in the smoke testing, manhole inspection, or lateral inspection process to be released onto streets or into ditches, catch basins, cleanouts, storm drains, or storm sewer manholes.
- 6.8.2 If during work activities, sewage is spilled, discharged, leaked or otherwise deposited in the open environment due to the Contractor's work, the Contractor shall immediately notify the City's Project Manager's project contact and also notify the AW's 24-Hour Emergency Service of the spill at (512) 972-1000. Then, the Contractor shall cleanup the sewage and solids and disinfect the area affected. The Contractor is responsible for any fines, penalties or other costs or damages imposed upon the City by any agency or private party as a result of the spill or improper discharge by the Contractor.

6.9 Smoke Testing Procedures

- 6.9.1 Prior to placing any smoke into a manhole, the Contractor shall first evacuate the system with a blower to ensure that any collection of explosive gas and any odor that may be introduced into the homes and businesses has been dispersed prior to pressurizing the sewer with smoke. Evacuation may be accomplished by removing the manhole covers of all manholes in the run, then placing a vacuum on the manhole where the blower is located, or, then blowing air into the manhole.
- 6.9.2 Unless otherwise approved by the AW Project Manager, dual blower smoke testing shall be performed on all designated sewer mains. This shall be accomplished by setting a blower on the upstream and downstream manholes of the tested line segment.
- Only one line segment shall be tested at a time except line segments less than 100 feet, which may be included with the test of an adjacent line segment.
 - Each line segment tested shall be between adjacent manholes unless the configuration does not allow, such as end-of-line segments that are capped.
 - Each sewer segment 12 inches diameter or less shall be partially blocked using plugs or sandbags, where practical.
- 6.9.3 Flags shall be placed at each location in the right-of-way and easement where smoke is found at the ground surface to be exiting from the pipe. Digital color images shall be taken and each location shall be associated with the main line asset identification number and street address. The digital color images shall be taken with a minimum 3 megapixel digital camera. File naming must be consistent using the following convention: Using the upstream manhole structure ID_Date (YYMMDD)_Photo ID. The following is an example for manhole WN010065 on May 6, 2013 for photo number 8: WN010065_130506_008.jpg. All flags shall be removed after photo is taken.
- 6.9.4 A flag shall also be placed on private property where smoke is found at the ground surface to be exiting from the pipe, photographed, and associated with the asset number and street address. All flags shall be removed after photo is taken.
- 6.9.5 For each flag location, the GPS coordinates shall be recorded.
- 6.9.6 If several buildings serviced by the same sewer main are observed with no smoke visible from the vent stacks, the main line may be partially blocked or have sags which prevent smoke from travelling up the service lines. The smoke crews shall note this occurrence and submit a request to AW to clean the main line in order to improve smoke test results. AW will endeavor to clean the main as soon as possible after the request, but makes no guarantee that cleaning will be conducted

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within a certain period of time. After AW cleans the main, the Contractor shall resmoke the main and invoice AW for costs as specified in the bid sheet.

- A. When open cleanouts are found, the smoke crew shall replace sewer cleanout caps supplied by AW. Parts will be supplied by AW. Cost of labor will be factored into cost per linear foot of wastewater main smoke tested.
- B. When defects are identified on private property, the Contractor shall provide notification of these defects to the customer by using a printed flyer hung on each door of the specific home where the defects were identified. This notification shall use Austin Water's (AW) format and include a description of the identified item.

6.10 Manhole Location / Inspection

- 6.10.1 Utilizing industry standard safety procedures and appropriate traffic control, designated manholes are to be inspected.
- 6.10.2 The Contractor shall inspect, assess, and record the condition of the manholes using National Association of Sewer Service Companies (NASSCO)'s Manhole Assessment Certification Program (MACP) coding standards, Level 2 inspection.
- 6.10.3 All inspectors utilized by the manhole inspection shall be NASSCO-MACP certified.
- 6.10.4 Manhole inspections forms and reports shall be submitted in electronic format in Granite.Net software, IPS8 mode. Contractor shall obtain verification from AW that Granite.Net software is properly configured to AW standards prior to submitting inspection reports. AW will only accept inspection reports generated by software installations that have been verified by AW as consistent with AW standards.
- 6.10.5 The Contractor shall notify the AW Project Manager of manholes that are inaccessible, not found, buried, or believed to be non-existent.

6.11 Sanitary Sewer Lateral Inspection

- 6.11.1 The line sizes of the Sanitary Sewer Lateral (SSL) are predominantly 4 inches and 6 inches in diameter. There may be a few 8 inch laterals that will be required to be inspected.
- 6.11.2 The lateral inspection, in general, will begin from the City Clean Out. If there is no City Clean Out available, notify the AW Project Manager.
- 6.11.3 Where practical, the TV inspection of the lateral will be conducted in a manner that provides an unobstructed view of the entire pipe. The SSL shall be free of debris and obstructions and water filled sags that impede visibility.
- 6.11.4 In the event the video inspection of the manhole or lateral does not provide a clear picture, then the Contractor shall re-televis the manhole or lateral until the video quality is acceptable. This will be at no additional cost to AW.
- 6.11.5 A sanitary service lateral is defined as the sewer service lateral that is within the right of way from the sewer main to the City Cleanout (CCO). SSL may be single or multiple pipelines, from the mainline to the home or homes.

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7.0 CITY RESPONSIBILITIES – PACKETS AND CONTACT INFO

7.1 Per Section 3.7, the City shall prepare a Work Plan which consists of designated segments identified for smoke testing, manhole inspection, or lateral inspection. The Work Plan will include a date by which the field work is to be completed and date by which the data and reports are to be delivered to the AW. Figures will be included which show the pipes and manholes, identified for smoke testing and manhole inspections.

7.2 City's Contact:

Adrian Sandoval
Austin Water, Collection System Engineering Division
2600 Webberville Road
Austin, TX 78702
(512) 972-2061

7.3 Work Progress Tracking:

7.3.1 The City will provide a Work Progress spreadsheet for the Contractor to maintain and submit to City's Project Manager at the end of the business day every Friday.

7.3.2 This spreadsheet will also be made available to the Contractor upon request.

7.3.3 The City utilizes this spreadsheet to track the daily progress of the work performed.

8.0 SAFETY

8.1 The Contractor shall follow all applicable OSHA (Occupational and Safety Health Administration) rules for all tasks performed during this contract. The Contractor shall also follow industry standard safety procedures and other safety practices for all work performed under this contract. The Contractor shall be responsible for the safety of their employees and any subcontractors at all times. In addition, the Contractor and any subcontractors shall provide a safe environment for traffic during the Contractor's activities that occur in the ROW.

8.2 The Contractor will prepare and submit a Health and Safety Plan with their bid. The City will not accept any liability or release the Contractor from any safety responsibilities. The Contractor is responsible for adherence to their Health and Safety Plan throughout the life of the contract.

8.3 A "Safety Data Sheet" ("SDS") is required under Texas Health & Safety Code, Sec. 502.006, as amended, will provide, on or before the date of each delivery of the hazardous material, an electronic version of the most current "Safety Data Sheet" meeting the requirements set forth in Sec. 502.006, Texas Health & Safety Code. Each SDS provided shall bear the date when it was last revised. SDS sheets shall be sent to the following City email address: AWmsds@austintexas.gov.

8.4 Prior to entering manholes or other structures, the Contractor shall evaluate the atmosphere to determine the presence of toxic, flammable or explosive vapors, and to determine oxygen deficient conditions. The Contractor shall take appropriate remedial measures to protect its workers. The Contractor is responsible for adherence to the printed safety plan.

9.0 TRAFFIC CONTROL AND PERMITS

9.1 City of Austin Transportation Department for the Temporary Use of Right of Way Permits (TURP).

9.2 Request for the use of City right-of-way, including sidewalks, traffic lanes, parking lanes or meters, for all purposes, will be authorized by the Austin Transportation Department. The Contractor is responsible for obtaining all necessary permits for their work.

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- 9.3 Contractor is responsible for submitting an application for TURP permits with an engineered traffic control plan. A sample TURP and instructions can be found online at the City web site <http://www.austintexas.gov/department/transportation>. Submit Application to:

RIGHT-OF-WAY AUTHORIZATIONS
Right of Way Management
Austin Transportation Department
City of Austin, 3701 Lake Austin Blvd.
Austin, TX 78703

- 9.4 This application is provided for Temporary Use of R.O.W. permits and is required for all work performed within the right-of-way of the City of Austin that does not involve utility cuts. The Contractor shall coordinate with scheduled R.O.W. work.
- 9.5 Some typical information that may be required to be provided along with the application will be:
- Approximate time frame at each manhole.
 - Possibility of intersection work.
 - Locations of each manhole and type of closure involved including
 - sidewalk, parking or traffic lane.
 - Traffic Control Plan to address each type of closure scenario.
- 9.6 If any of these standard traffic control details are not appropriate for a specific work area, the Contractor shall inform the City with appropriate details and as required, the City will coordinate to have the City or its designee prepare an Engineered Traffic Control plan for the appropriate Work area. When required by Right of Way Management, the City or its designee will prepare a Traffic Control Plan (TCP) by a Professional Engineer registered in the state of Texas, which shall be submitted to the City ROW Management for review and approval. Contractor shall schedule their work and provide adequate notification and planning for the preparation of Engineered Traffic Control Plans. For the purpose of this scope of work, adequate notice is at least 4 to 6 weeks in advance of scheduled work.
- 9.7 Contractor is responsible for the appropriate use of standard Traffic Control details that is available online at <http://www.austintexas.gov/department/transportation>. The cost associated with this effort shall be included as part of other unit prices on the bid sheet.
- 9.8 It is the Contractor's responsibility to submit the application and obtain a permit, for any work performed in the Texas Department of Transportation right of way.
- 9.9 For excavation, the Contractor shall obtain a permit, and all work and procedures shall be performed in conformance with the conditions described in the General Permit. Contractor shall show proof of General Permit as issued by the Department of Watershed Protection and Development Review, upon request.

10.0 ACCEPTANCE OF WORK AND PAYMENT

- 10.1 Unit Prices shall be in accordance to the bid sheet as follows:

- 10.1.1 Smoke Testing Mains: The measure and payment for all costs involved in smoke testing will be made at the bid unit price per linear foot of main line pipe according to pipe diameter. Such payment shall include:
- All smoke testing of mains, manholes, service laterals, and attached pipes.
 - Reports, data entry, digital photos, marking and finding defects, placing smoke flags, notifications, blowers, bags, plugs, and traffic control.
 - Any incidentals, equipment, and / or materials necessary to complete the job.
 - Mobilization, permitting, field and reporting efforts

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- 10.1.2 Disposal of Removed Solids: The measure and payment for disposal of decanted solids is on a per cubic yard basis. Transportation, transportation documents, waste manifests, licensing of liquid waste haulers, permits, and associated fees, sanitation and odor abatement measures of removed material and final disposal is subsidiary to pay item "Disposal of Removed Solids". AW reserves the right to compare receiving container logs and final disposal volumes to Contractor manifests. AW reserves the right to account for discrepancies, adjust measurement volumes and payments.
- 10.1.3 Mark Locations: Payment is based on each defect in the main or laterals (in need of immediate repair), T connection, or buried manhole that is located using radio frequency transmitter and receiver.
- 10.1.4 Remote Easement Access: Payment based on linear feet of land to be cleared (such as brush, trees, etc.) in order to access mains and manholes to be smoke tested or inspected. If there is any question on what can be removed, contact AW project Manager or Representative to assess the situation.
- 10.1.5 Manhole Exposure (manholes buried more than 1-inch in paved areas and more than 12-inches in unpaved areas): Payment based on each manhole that needs be brought up to grade to be accessed for smoke testing.
- 10.1.6 Manhole Location/Inspection: The measure and payment for all costs involved in locating, inspecting, and preparing a report for each manholes pipe according to manhole depth. Such payment shall include:
- A. Locating and identifying each manhole and attached pipes.
 - B. Level 2 MACP per Section 6.10.2 and data integration requirements per Section 5.0.
 - C. Any incidentals, equipment, and / or materials necessary to complete the job.
 - D. Mobilization, permitting, field and reporting efforts, including traffic control
- 10.1.7 Lateral TV Inspection: Measurement for television inspection is on a linear foot basis with payment made for the actual lengths of television inspection footage, as measured by the camera. Significant discrepancies from the length of pipe identified in the Work Plan shall be reconciled with the AW Project Manager.
- 10.1.8 Allowance for Permits: Payment for permits shall be paid out of an allowance for permits listed in the bid form. The permitting costs shall be based upon invoices from the City of Austin for the actual cost of the permits. The Contractor's efforts to investigate, review, submit, re-submit, and obtain permits shall be subsidiary and are not included as part of this allowance.
- 10.1.9 Police Officer Services: Only when required by the governing right of way jurisdiction, payment shall be made on a "per hour" basis with no markup from bid amount.

11.0 OMISSIONS

- 11.1 It is the intent of this specification to provide completed smoke testing, manhole inspection, and lateral TV inspection service for the City. Any service that have been omitted from this specification, which are clearly necessary for the complete and legal operation of this service are to be considered a requirement, although not directly specified or called for in this specification. These omissions shall be brought to the immediate attention of the Buyer listed in the solicitation documents and a determination shall be made as to whether the requirements are to be incorporated into the solicitation by means of an addendum to the Invitation for Bid.

CITY OF AUSTIN
VERSION 2 BID SHEET
SMOKE TESTING, MANHOLE INSPECTION, AND LATERAL TV INSPECTION OF SEWER COLLECTION SYSTEM
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Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

The estimated annual budget for this contract will be \$140,000. Contract award will be issued at the annual budget amount, regardless of the total amount on the bid sheet. The City reserves the right to order any combination of services in any quantity, up to the annual budget.

SECTION 1 - Provide pricing for the following line items. Pricing for Section 1 will be used to determine price.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.1	Smoke Testing Mains 12" and smaller	120,000	LF	\$ 0.50	\$ 60,000.00
1.2	Smoke Testing Mains greater than 12"	12,000	LF	\$ 0.55	\$ 6,600.00
1.3	Disposal of Removed Solids	200	CY	\$ 2.50	\$ 500.00
1.4	Mark Locatons	200	EA	\$ 1.00	\$ 200.00
1.5	Remote Easement Access	2,000	LF	\$ 0.50	\$ 1,000.00
1.6	Manhole Exposure (for manholes buried more than 1-inch in paved areas or more than 12 inches in unpaved areas)	40	EA	\$ 150.00	\$ 6,000.00
1.7	Manhole Location/ Inspection (MACP Level 2) for all sizes, depths from 4' to 30'	350	EA	\$ 90.00	\$ 31,500.00
1.8	Manhole Location/ Inspection (MACP Level 2) for all sizes, depths from 30' to 60'	5	EA	\$ 150.00	\$ 750.00
1.9	Manhole Location/ Inspection (MACP Level 2) for all sizes, depths from 60' to 80'	5	EA	\$ 500.00	\$ 2,500.00
1.10	Lateral TV Inspection for all sizes and depths	25,000	LF	\$ 0.40	\$ 10,000.00
1.11	Allowance for Traffic Control Permits	1	Allowance	\$ 5,000.00	\$ 5,000.00
1.12	Provide police officer services (when required by governing right-of-way agency)	40	Hour	\$ 50.00	\$ 2,000.00
TOTAL EXTENDED PRICE :				\$	126,050.00

SECTION 2 - Pricing provided for Section 2 will not be used to determine price. Purchase of these services or products will be on an "as needed" basis at the prices offered in the list below.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE
2.1	Cleaning of laterals at the City's request	100	LF	\$ 2.00
2.2	Cleaning of 8 inch and smaller mains at the City's request	200	LF	\$ 2.00

Please check the boxes below as confirmation.

x	Offer Sheet - required
x	Bid Sheet (Section 0600) -required
x	Local Business Presence Identification Form (Section 0605) - if applicable
x	Reference Sheet (Section 0700) -required
x	Non-Discrimination Certification (Section 0800) - required
x	Living Wages Contract Certification (Section 0815)- required
x	Nonresident Bidder Provisions (Section 0835)- required
x	No Goals Form & No Goals Utilization Plan (Section 0900) - required
x	Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan - if applicable
x	Health & Safety Plan as referenced in Section 0500 Scope of Work 7.2 - required
x	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
x	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

DELIVERY TERM: FOB Destination, Freight Pre-Paid and Allowed

VENDOR NAME: _____Interra Hydro, Inc._____

VENDOR EMAIL ADDRESS: _____brian.duffy@interrahydro.com_____

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Interra Hydro, Inc.	
Physical Address	6500 River Place Blvd., Bldg. 7, #250, Austin Texas 78730	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No

Section 0700: Reference SheetResponding Company Name Interra Hydro, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Austin / Austin Water
Name and Title of Contact Adrian Sandoval, P.E. / Collection System Engineer
Project Name Smoke Testing Harper's Branch and Fort Lower Wastewater Basins
Present Address 2600 Webberville Road
City, State, Zip Code Austin, Texas 78702
Telephone Number (512) 972-2061 Fax Number (____)
Email Address adrian.sandoval@austintexas.gov

2. Company's Name American Water - Fort Hood
Name and Title of Contact A.J. Olson, Utility Manager
Project Name Fort Hood CCTV CmoM Project
Present Address Marvin Leath Center, Bldg. 69012, Visitors Control Center
City, State, Zip Code Fort Hood, Texas 76544
Telephone Number (254) 213-0382 Fax Number (____)
Email Address aj.olson@amwater.com

3. Company's Name City of College Station
Name and Title of Contact Stephen Maldonado, P.E., Utility Engineer
Project Name Southwood Valley Interceptor-Northgate District Wastewater Capacity Assessment Study
Present Address 1601 Graham Road
City, State, Zip Code College Station, Texas 77842
Telephone Number (979) 764-5011 Fax Number (____)
Email Address samaldonado@cstx.gov

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

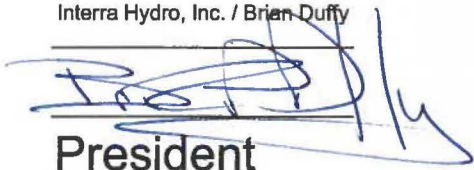
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22nd day of August, 2018

CONTRACTOR
Authorized
Signature

Title

Interra Hydro, Inc. / Brian Duffy


President

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Brian Duffy	Interra Hydro, Inc.	Prime	\$51/hr	President
Walter Collins, P.E.	Interra Hydro, Inc.	Prime	\$51/hr	Project Engineer
Gerald Kubica	Interra Hydro, Inc.	Prime	\$26/hr	Operations Manager
Scott Humphrey	Interra Hydro, Inc.	Prime	\$23/hr	Field Services Manager
Thomas Payne	Interra Hydro, Inc.	Prime	\$15/hr	Field Crew
Jose Sanchez	Interra Hydro, Inc.	Prime	\$14/hr	Field Crew

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name:

Interra Hydro, Inc.

Signature of Officer
or Authorized
Representative:



Date: 8/22/2018

Printed Name:

Brian Duffy

Title

President

Section 0835: Non-Resident Bidder Provisions

Company Name Interra Hydro, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: *IFB 2200 SLW1008*

SOLICITATION TITLE: *Smoke Testing, Manhole Inspections and Lateral TV Inspection of Sewer Collection System*

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Interra Hydro, Inc.		
City Vendor ID Code	VS 0000032432		
Physical Address	6500 River Place Blvd, Bldg 7, Suite 250		
City, State Zip	Austin, Texas 78730		
Phone Number	(940) 781-4423	Email Address	brian.duffy@interrahydro.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Brian Duffy, President / August 22, 2018

Name and Title of Authorized Representative (Print or Type)

Signature/Date



**ADDENDUM
SMOKE TESTING, MANHOLE INSPECTIONS, AND LATERAL TV INSPECTION
OF SEWER COLLECTION SYSTEM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 SLW1008

Addendum No: 1

Date of Addendum: 8/15/2018

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

- 1) Section 9.7 of the 0500 Scope of Work has been revised deleted in its entirety and replaced as follows:
"Contractor is responsible for the appropriate use of standard Traffic Control details that is available online at <http://www.austintexas.gov/department/transportation>. The cost associated with this effort shall be included as part of other unit prices on the bid sheet.
- 2) Section 10.1.9 of the 0500 Scope of Work has been added.
- 3) The 0600 Bid Sheet has been replaced in its entirety with **VERSION 2** Bid Sheet. Only bids submitted with the revised bid sheet will be accepted.

II. Questions and Answers:

Q1: In Section 5.4.1 of the 0500 Scope of Work, what is meant by "a tabulated format"?

A1: This can be Microsoft Access or a similar system that is compatible with City databases. Compatibility will be tested prior to completion of work under the contract.

Q2: There is no cleaning line item in the bid sheet. Do you want the main cleaned?

A2: For information only line items 2.1 and 2.2 have been included on the bid sheet for the cleaning of laterals and main lines.

III. Additional Information:

- 1) The Pre-Bid sign in log is attached.


IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Sandy Witanen, Procurement Specialist IV
Purchasing Office, 512-974-7711

8/15/18
Date

ACKNOWLEDGED BY:


Name


Authorized Signature

8/23/2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
SMOKE TESTING, MANHOLE INSPECTIONS, AND LATERAL TV INSPECTION
OF SEWER COLLECTION SYSTEM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 SLW1008

Addendum No: 2

Date of Addendum: 8/21/2018

This addendum is to incorporate the following changes to the above referenced solicitation:

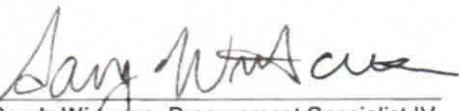
I. Questions and Answers:

Q1: Item 1.3 of the Bid Sheet includes disposal of removed solids. Where is the cleaning taking place?

A1: The item is included in the event disposal and removal of solids is required to accomplish smoke testing, manhole inspection, or lateral TV inspection. The item is only anticipated in occasional circumstances and not typically for most ongoing testing and inspections.

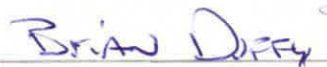
II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

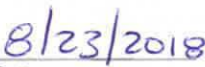

Sandy Wirtanen, Procurement Specialist IV
Purchasing Office, 512-974-7711


Date

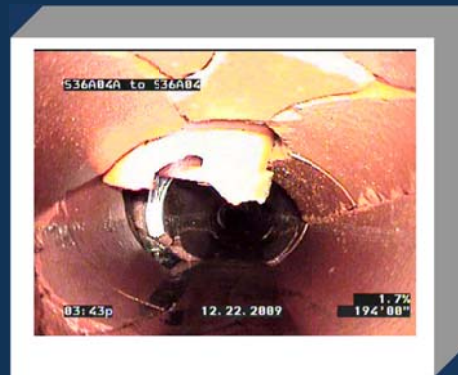
ACKNOWLEDGED BY:


Name


Authorized Signature


Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



Health and Safety Plan



6500 River Place Blvd
Austin, Texas 78738
(888) 360-7737
www.interrahydro.com



Interra Hydro Policy Statement

Our Policy

The first requirement and responsibility I place on all my management, employees and subcontractors is "Safety is everyone's responsibility". From the top down, we will accomplish our services safely. Any employee is authorized to stop a procedure if they see something unsafe with an operation that is not OSHA compliant.

Safety and health will be given top priority and take precedence over operating productivity in Interra Hydro, Inc (ITH). I desire that all personnel be provided with a safe, healthy and drug-free work environment. ITH will provide the highest possible quality training, tools and equipment and safety procedures to accomplish our services and maintain an open communication about our safety operating procedures.

It is the responsibility and obligation of every employee and subcontractor to comply with ITH, OSHA and your own common sense safety standards. Apply them by using safe work practices and by avoiding unsafe actions. Accidents are preventable; you are responsible for helping prevent injuries to yourself or fellow employees by stopping any operation when an unsafe act or condition is observed in accordance with OSHA policies and procedures.

The company's goal is to provide each of you a workplace free of occupational injuries.

I have appointed a company safety committee headed by a Responsible Safety Officer who is knowledgeable of regulatory obligations. I have mandated that all employees and subcontractors read and acknowledge they have read the contents of the Interra Hydro, Inc. Safety Manual. It is your responsibility to update your manual with published revisions. Supervisors are responsible to ensure their employees acknowledge receipt of all disseminated revisions/changes to company safety policies.

Remember that one of our conditions of employment is to follow safety rules and practices. Again, safety is everyone's responsibility. Practice, perform and teach safety first. The safe way is the only way in Interra Hydro, Inc.



SAFETY PLAN

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- 1. INTRODUCTION**
- 2. MANAGEMENT STATEMENT OF COMMITMENT**
- 3. RESPONSIBILITIES**
 - a. Management
 - b. Supervisors
 - c. Employees
 - d. Safety and Training Coordinator
- 4. DISCIPLINARY POLICY**
- 5. SAFETY RULES AND REGULATIONS**
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INTRODUCTION

It is the policy of Interra Hydro Inc (ITH) to protect the safety and health of our employees. Injury and illness losses from accidents are needless, costly, and preventable. ITH has established a safety and health program adapted to fundamental occupational safety and health concepts that will help us prevent injury and illness due to hazards. Employee involvement at all levels of the organization is critical for us to be successful in this effort. To accomplish this task a management statement of commitment has been established.

MANAGEMENT COMMITMENT

ITH is committed to assuring safety and health at all operations. We consider the proactive management of safety and health risks to be a key element of our personal and organizational integrity, ethical behavior, social responsibility, and long-term success. Our assurance of a safe and healthy workplace is a common goal shared by our management team, supervisors, and our employees. It is simply the right thing to do. We will always strive to operate in a manner that consciously safeguards our employees and the community.

In order to protect people, property, and operational integrity and service reliability, ITH's policy is to:

Operate, and maintain our service areas in a responsible manner that places the highest priority on safety and health.

Comply with all applicable safety and health laws, implement recognized industry guidelines, and apply other prudent standards where regulations do not exist.

Anticipate, recognize, and evaluate safety and health risk factors that potentially affect employees and implement appropriate measures to eliminate, control, or minimize such risks.

Continually measure, evaluate, and improve our safety and health performance and risk management.

Safety will be as important as any other business function. This policy is the foundation of the safety program, and promotes the following philosophies:

- All Injuries are preventable
- Working safely is a condition of employment
- All operating exposures can be safeguarded
- Training employees to work safely is essential
- Injury prevention saves money



RESPONSIBILITIES

All employees of ITH have some responsibilities with regard to safety and health. The Management Team is ultimately responsible for the overall success of the program, but everyone has an important role.

MANAGEMENT SHALL:

Maintain high expectations for safety and health performance.

Promote an awareness of our safety culture to foster attitudes of caring and ownership among managers, supervisors, and employees.

Provide a foundation of best management practices, systems, standards, guidelines, tools, staff, and other resources to support proactive safety efforts by managers, supervisors, and employees.

Benchmark with industry standards by openly sharing our innovations in best safety practices and seeking to implement best practices developed by others.

Conduct periodic reviews to measure progress and ensure conformance with this policy.

SUPERVISORS SHALL:

Assure compliance with all applicable safety and health laws and regulations.

Routinely lead by example to encourage safe behavior by all persons both on and off the job.

Assure the presence of systems, procedures, and practices in conformance with ITH policy, standards and guidelines, so as to continuously improve our management practices.

Respond quickly, safely, and effectively to incidents, near misses and other emergencies or accidents and implement prudent corrective action in a timely manner.

Continually evaluate and improve our safety and health performance and risk management.

Implement disciplinary procedures for all violations of the ITH safety and health procedures.



EMPLOYEES SHALL:

Recognize, understand, and accept their own personal responsibility to incorporate safe behavior into daily business activities so as to protect themselves and each other.

Consistently comply with all established safety and health policies, procedures, practices, laws, rules and regulations.

Actively participate in the prevention of injuries and occupational illnesses by helping to identify and eliminate or actively manage risks in all work activities.

Report all accidents and unsafe conditions to your supervisor immediately. Attend all safety training that may be required.

SAFETY AND TRAINING COORDINATOR SHALL:

Assist and advise all levels of management in establishing an effective safety program.

Provide safety and health training for employees and committee members.

Maintain accident and incident records.

Plan and coordinate inspections, committee meetings, safety training, and assist management in all areas of safety and health.

Review and update rules and programs as needed.



COMMITTEES

Company Safety Committee

The mission is to develop and promote a healthy and safe environment for all employees and work associates through the involvement of all individuals with regards to education, communication, and safe work practices.

Accident Review Board

The purpose of the Accident Review Board is to objectively review all accidents where a ITH employee and/or anyone working on a ITH project is involved for the purpose of determining cause and preventability and recommending if further actions need to be taken to prevent such accidents from reoccurring.

DISCIPLINARY POLICY

Compliance with all established safety and health policies, procedures, practices, laws, rules and regulations are of the utmost importance. Failure to comply can lead to action from a verbal warning up to and including termination of employment. The disciplinary procedures are outlined in the Interra Hydro Employee Handbook.



SAFETY RULES AND REGULATIONS

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Section 1	CONFINED SPACE ENTRY
Section 2	PERSONAL PROTECTIVE EQUIPMENT (PPE)
Section 3	EXCAVATION, TRENCHING, AND SHORING
Section 4	WORK ZONE SAFETY
Section 5	HYGIENE
Section 6	BLOODBORNE PATHOGENS EXPOSURE CONTROL



www.interrahydro.com

Section 1

Confined Space Entry



CONFINED SPACE ENTRY and OSHA

Introduction to the Standard:

The Occupational Safety and Health Administration (OSHA) is a federal agency of the U.S. Department of Labor, whose chief function is to regulate the workplace environment nationwide. OSHA develops, regulates, and enforces comprehensive work practices and standards of safety to protect American workers. These standards are federal law and compliance is mandatory by employers.

Confined Space Entry:

Entering or working in a confined space is an obvious and recognized hazard in the workplace. The majority of confined spaces are seldom entered except for equipment repair, inspection, and cleaning; however, in some situations (i.e. meter vaults, pump stations, dry/wet wells, storage tanks, and sewage collections systems) the worker entry into the confined space during and/or after their construction become frequent and in some cases routine.

OSHA Findings:

When pertaining to confined spaces, OSHA has been gathering information on employee safety for several years. After researching accident reports and written material and holding public hearings, in 1989 OSHA published four major findings:

There is a significant risk to workers who enter confined spaces.

Accident reports demonstrate a significant annual toll of worker fatalities and on the job injuries within the confined space. Because of the sizeable amount of worker population entering these spaces and the amount of hazards they are being exposed to, OSHA believes the risk to be excessive for the employees.

Employers are not protecting their employees adequately despite OSHA safety warnings.

Risks associated with entering and working within a confined space includes death, injury, permanent health impairment, and loss of functional capacity. The greatest threat to employees comes from asphyxiation due to hazardous atmosphere conditions.

According to accident reports, most confined space fatalities and injuries occur because employees are not aware of potential hazards and are inadequately equipped to handle resulting situations.

Accident reports also demonstrate a disturbingly high rate of multiple fatalities among rescuers. Fatalities often occur when workers outside a confined space discover the entrant in trouble and attempt to rescue them without taking the necessary precautions. This is a direct result of the rescuers being just as improperly trained and equipped as the worker inside the confined space is. OSHA investigators cites “good intentions and poor preparations” as the leading cause of the rescuers fatalities.



Compliance with OSHA regulations and safety standards would greatly reduce the frequency of fatalities and injuries within the confined space. OSHA determined that a comprehensive standard for confined space was required for the protection from occupational hazards for workers in the general industry. The standard requires a “systematic approach” to regulate the training, procedures, and to implement safeguards to cover work practices, atmospheric monitoring and testing, engineering controls, personal protective equipment, and rescue programs. To minimize the potential for accidents within the confined space, this standard establishes a permit program that requires the employer to systematically identify confined spaces, restrict access to them by employees, verify the conditions as safe during entry, work, and when exiting the confined space, and to control the potential hazards within the confined space.

General Guidelines OSHA Confined Space Standard

On April 15, 1993, OSHA implemented a new comprehensive federal standard specifically designed to protect the workers who enter and work within the confined space. The final standard, which is published as Chapter 29, Part 1910, Section 146, of the Code of Federal Regulations (CFR), encompasses the Permit-required Confined Spaces. This standard, cited as 29 CFR 1910.146, contains the required practices and procedures for the protection from the hazards of entry into the permit-required confined space by the general industry workers. On May 4, 2015 OSHA implemented a new federal standard specifically for Confined Spaces in Construction, Standard 29 CFR 1926 Subpart AA. 29 CFR 1926 Subpart AA contains the required practices and procedures for entry and work in the permit-required confined space specific to the construction industry.

INTERRA HYDRO CONFINED SPACE ENTRY PROCEDURES AND OSHA

The following ITH Confined Spaced Entry procedures are in complete compliance with OSHA standard 29 CFR 1910.146 and 29 CFR 1926 Subpart AA. The following procedures at minimum meet all OSHA requirements and in some cases exceed the OSHA requirements.



Interra Hydro Inc.
CONFINED SPACE ENTRY PROCEDURES

1. PURPOSE

The purpose of this safety directive is to set forth the safe procedures for entering and working in both non-permit and permit required confined spaces.

2. PROCEDURES

The following standard operating procedures are designed for, and are to be used by, ITH employees to safely enter, work in, perform rescues in, and exit from confined spaces. Every entry into a confined space will be made in accordance with the procedures outlined in this safety directive. The procedures herewith outlined, in addition to mandatory training will apply to all employees entering or working in confined spaces and to contract labor working for ITH.

A. DEFINITIONS

Permit-Required Confined Space

A permit-required confined space is defined as any space which is large enough and so configured that an employee can bodily enter and perform assigned work, has limited or restricted means of entry and exit, unfavorable natural ventilation, and inadequate design for continuous occupancy. Permit required confined spaces also have one or more of the following criteria:

- Contains or has a potential to contain a hazardous atmosphere.
- Contains a material that has the potential for engulfing an entrant (for example engulfed by flames, or fumes, or water, or dirt, etc.).
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section.
- Contains any other recognized serious safety or health hazard.

Attendant

An individual stationed outside a confined space who monitors the authorized entrants and who performs all attendant's duties assigned in the employer's permit space program

Confined Space

A confined space is defined as a space that is large enough and so configured that an employee can bodily enter and perform assigned work; has limited or restricted means for entry or exit (e.g., tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and is not designed for continuous employee occupancy.

Blanking or Blinding

The absolute closure of a pipe, line, or duct by the fastening of a solid plate that completely covers the bore and that is capable of withstanding the maximum pressure of the pipeline or duct with no leakage beyond the plate.

Double Block and Bleed

The closure of a line, duct, or pipe by closing and locking or tagging two in-line valves and by opening and locking or tagging a drain or vent valve in the line between the two closed valves

Entry Permit (Permit)

The written or printed document that is provided by the employer to allow and control entry into a permit space and that contains the following information in accordance with 29 CFR 1926.1206:

1. The permit space to be entered;
2. The purpose of the entry;
3. The date and the authorized duration of the entry permit;
4. The authorized entrants within the permit space, by name or by such other means (for example, through the use of rosters or tracking systems) as will enable the attendant to determine quickly and accurately, for the duration of the permit, which authorized entrants are inside the permit space; NOTE: This requirement may be met by inserting a reference on the entry permit as to the means used, such as a roster or tracking system, to keep track of the authorized entrants within the permit space.
5. The personnel, by name, currently serving as attendants;
6. The individual, by name, currently serving as entry supervisor, with a space for the signature or initials of the entry supervisor who originally authorized entry;
7. The hazards of the permit space to be entered;
8. The measures used to isolate the permit space and to eliminate or control permit space hazards before entry NOTE: Those measures can include the lockout or tagging of equipment and procedures for purging, inerting, ventilating, and flushing permit spaces.
9. The acceptable entry conditions;
10. The results of initial and periodic tests performed under paragraph (d)(5) of this section, accompanied by the names or initials of the testers and by an indication of when the tests were performed;
11. The rescue and emergency services that can be summoned and the means (such as the equipment to use and the numbers to call) for summoning those services;
12. The communication procedures used by authorized entrants and attendants to maintain contact during the entry;
13. Equipment, such as personal protective equipment, testing equipment, communications equipment, alarm systems, and rescue equipment, to be provided for compliance with this section;
14. Any other information whose inclusion is necessary, given the circumstances of the particular confined space, in order to ensure employee safety; and
15. Any additional permits, such as for hot work, that have been issued to authorize work in the permit space.

Hazardous Atmosphere

Means an atmosphere that may expose employees to the risk of death, incapacitation, and impairment of their ability to self-rescue (that is, escape unaided from a permitted space), injury, or acute illness from one or more of the following causes:

1. Flammable gas, vapor, or mist in excess of 10 percent of its lower explosive limit (LEL);
2. Airborne combustible dust at a concentration that meets or exceeds its LFL; NOTE: This concentration may be approximated as a condition in which the dust obscures vision at a distance of 5 feet (1.52 m) or less.
3. Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;
4. Atmospheric concentration of any substance for which the permissible exposure limit/threshold limit value is published and which could result in an excessive exposure to the employee;
5. Any other atmospheric condition that is immediately dangerous to life or health.

Isolation

The process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as: blanking or blinding; misaligning or removing sections of lines, pipes, or ducts; a double block and bleed system; lockout or tagout of all sources of energy; or blocking or disconnecting all mechanical linkages.

Lockout-Tagout

If a space is equipped with moving machinery or with power driven internal equipment, the source of the power must be locked and tagged at the main panel.

Purge

Confined spaces which may have contained hazardous materials should be purged before any work is to be done, either with steam, air, or water, depending on the hazardous material previously contained therein.

Ventilation

Air ventilation with a portable blower shall be so directed as to ventilate the immediate areas where an employee is or will be present within the confined space and shall continue until employees have left the confined space if necessary.

Working Platforms

Ladders used in confined spaces must be securely fastened and free from defects.

B. HAZARDS

Hazardous atmosphere.

Manhole steps or rungs may be corroded and not strong enough to support a person. In addition, rungs may be difficult to inspect because of poor lighting.

Items placed near a confined space may fall and injure a worker inside.

Sharp edges.

Use of improper tools to remove manhole covers thus causing injuries to hands, feet, back, or head.

C. CONFINED SPACE EVALUATIONS

Supervisors, or their designees, must physically inspect and complete a Confined Space Evaluation Form (ITHCSEF-0816) for all spaces. It is of utmost importance that the individual supervisor, or their appointed designee conducting the inspection, sign and date the CSEF at the time of the inspection.

The CSEF will document the designation of the confined space and will serve as a reference to work teams or emergency responders entering the confined space.

A complete set of evaluations shall be maintained, reviewed, and updated each time the site is to be entered.

D. ENTRY INTO CONFINED SPACES

Supervisors are to ensure that any work to be done, maintenance and/or repairs in a designated confined space is performed by at least two employees (one entrant and one attendant) or more. **NEVER** should only one employee be allowed to perform tasks requiring entry into a confined space.

1. Pre-Entry Procedure

Before entering a permit required confined space, all employees shall be provided with a Confined Space Permit-Required Entry Permit (ITHCSEP-0816). In addition, precautions are to be taken before the work is to begin.

Advanced planning must include, but is not limited to, the following:

- a. Rescue services have been notified and are available to provide service.
- b. Ensuring that a properly working calibrated gas detector is on site and ready to be used prior to entry. The gas unit must be taken into the confined space for continued testing and monitoring.
- c. Ensuring the team has all the equipment necessary to do the job.
- d. Conduct tests as outlined in the Confined Space Permit-Required Entry Permit (Entry Permit).

2. Entry Procedures

When entry operations are being conducted, the following evaluation procedures must be observed.

- a. The team performing the work will be given a Confined Space Permit-Required Entry Permit as indicated above, prior to entering the confined space. The supervisor or site boss will note the required protective and emergency equipment needed for the work to be done in the confined space. This information must be recorded on the Confined Space Permit-Required Entry Permit. Either the supervisor or site boss will brief all employees on the information recorded on the Entry Permit.
- b. Test conditions in the permit space to determine if acceptable entry conditions exist before entry is authorized to begin. In cases where the space is too large or is part of a continuous system and it is infeasible to test entire permit space, pre-entry testing shall be performed to the extent feasible before entry is authorized and if entry is authorized, entry conditions shall be continuously monitored in the areas where authorized entrants are working.
- c. The gas detector must be calibrated before testing of the atmosphere. The team **MUST** test the atmosphere within the confined space prior to entry. Test readings shall be documented on the Entry Permit form. The atmosphere must be monitored the entire time the confined space is occupied.
- d. When testing for atmospheric hazards, testing must be conducted for the following:
 1. Oxygen
 2. Combustible gases and vapors
 3. Toxic gases and vapors

Acceptable entry conditions to allow entry are:

- ✓ **Oxygen levels shall be between 19.5% and 23.5% by volume**
- ✓ **Combustible gases below 10% of the LEL****
- ✓ **Carbon Monoxide (CO) less than 35 PPM***
- ✓ **Hydrogen sulfide (H₂S) less than 10 PPM**

* Parts Per Million

** Lower Explosive Limit



NEVER TRUST YOUR SENSES TO DETERMINE IF THE AIR IN A CONFINED SPACE IS

SAFE! YOU CANNOT SEE OR SMELL MANY TOXIC GASES AND VAPORS, NOR CAN YOU

DETERMINE THE LEVEL OF OXYGEN PRESENT.

- a. If the atmosphere tests fall within allowable limits, the team may then proceed with the entry.
- b. Each time a team must perform tasks in a confined space an entry person and an attendant/stand-by person shall be designated.
- c. Before any welding, cutting, brazing, burning, or heating is performed inside a confined space, the supervisor must provide authorization on the Entry Permit. Cylinders of oxygen or gas must not be taken into confined areas. All torches must be removed from confined spaces when not in use.
- d. Once work in a confined space is completed, the team will immediately notify the supervisor on duty, or their appointed designee.

E. NON-PERMIT REQUIRED CONFINED SPACE ENTRY PROCEDURES

Confined spaces may be entered without the need for a written permit, provided that:

1. The space is determined not to be a permit required confined space, or
2. The space can be maintained in a safe condition for entry by mechanical ventilation alone.
3. The team **MUST** test the atmosphere within the confined space prior to entry. Test readings shall be documented on the Entry Permit form. The atmosphere must be monitored the entire time the confined space is occupied.
4. When testing for atmospheric hazards, testing must be conducted for the following:
 1. Oxygen
 2. Combustible gases and vapors
 3. Toxic gases and vapors

Acceptable entry conditions to allow entry are:

- ✓ **Oxygen levels shall be between 19.5% and 23.5% by volume**
- ✓ **Combustible gases below 10% of the LEL****
- ✓ **Carbon Monoxide (CO) less than 35 PPM***
- ✓ **Hydrogen sulfide (H₂S) less than 10 PPM**

* Parts Per Million

** Lower Explosive Limit



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The lead worker before entry into a confined space must complete the Confined Space Pre-Entry Checklist. This checklist shall be kept at the work site for the duration of the job.

F. PERMIT REQUIRED CONFINED SPACE ENTRY TERMINATION PROCEDURES

A Confined Space Entry Permit must be completed before approval can be given to enter a permit-required confined space. Before entry begins, the entry supervisor identified on the permit shall sign the entry permit to authorize entry. This permit shall be kept at the work site for the duration of the job. The duration of the permit shall not exceed the time or day required to complete the assigned task or job on the permit in accordance with the purpose of entry.

The entry supervisor shall terminate entry and cancel the entry permit when:

1. The entry operations covered by the entry permit have been completed; or
2. A condition that is not allowed under the entry permit arises in or near the permit space.

The entry supervisor shall notify rescue services that the confined space entry has been terminated. The canceled entry permit must be Closed-Out and retained for a minimum of 1 year. Any problems encountered during entry operation shall be noted on the permit.

G. DUTIES OF AUTHORIZED ENTRANTS

Entrants shall know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure. Entrants shall wear all the required personal protective equipment (PPE) necessary for safe entry and working conditions in the confined space.

Each authorized entrant shall use approved descending and ascending (self-rescue) equipment. The entrant must inspect each piece of entry equipment to ensure it is good working order including ropes, Gri-gri, carabiners, harnesses, ascenders, etc... Each entrant shall ensure that the rope is securely anchored and the carabiner is in the locked position before entry. Each entrant shall ensure that a Static Loop has been properly configured in the safety rope. Each entrant shall make sure the atmosphere has been tested and is at safe levels for entry. The entrant must ensure that the atmosphere is continuously monitored throughout the entry.



Entrants must communicate with the attendant as necessary to enable the attendant to monitor entrant status and to enable the attendant to alert entrants of the need to evacuate the space.

Entrants must alert the attendant whenever:

1. The entrant recognizes any warning sign or symptom of exposure to a dangerous situation, or
2. The entrant detects a prohibited condition.

Entrants must exit from the permit space as quickly as possible whenever:

1. An order to evacuate is given by the attendant or the entry supervisor,
2. The entrant recognizes any warning sign or symptom of exposure to a dangerous situation,
3. The entrant detects a prohibited condition, or
4. An evacuation alarm is activated.

H. DUTIES OF THE ATTENDANT

Attendants must:

1. Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure.
2. Each attendant shall make sure the atmosphere has been tested and is at safe levels for entry. The attendant must ensure that the atmosphere is continuously monitored throughout the entry.
3. Be aware of possible behavioral effects of hazard exposure in authorized entrants.
4. Continuously maintain an accurate count of authorized entrants in the permit space and ensure that the means used to identify authorized entrants accurately identifies who is in the permit space.
5. Remain outside the permit space during entry operations unless relieved by another authorized attendant.
6. Communicate with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space.
7. Monitor activities inside and outside the space to determine if it is safe for entrants to remain in the space and order the authorized entrants to evacuate the permit space immediately under any of the following conditions:
 - a. If the attendant detects a prohibited condition.
 - b. If the attendant detects the behavioral effects of hazard exposure in an authorized entrant.
 - c. If the attendant detects a situation outside the space that could endanger the authorized entrants.
 - d. If the attendant cannot effectively and safely perform all the duties required in this section.



8. Summon rescue and other emergency services as soon as the attendant determines that authorized entrants may need assistance to escape from the permit space hazards. Rescue and emergency services can be contacted through dispatch via radio relay or when dialing 911
9. Take the following action when unauthorized persons approach or enter a permit space while entry is underway:
 - a. Warn the unauthorized persons that they must stay away from the permit space.
 - b. Advise the unauthorized persons that they must exit immediately if they have entered the permit space.
 - c. Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space.
10. Perform non-entry rescues where immediate hazards to injured personnel are present.
11. Perform no duties that might interfere with the attendant's primary duty to monitor and protect the authorized entrants.

I. DUTIES OF ENTRY SUPERVISORS

Each entry supervisor shall:

1. Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure.
2. Verify by checking that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin.
3. Terminate the entry and close-out the permit as required.
4. Verify that rescue services are available and that the means for summoning them are operable.
5. Remove unauthorized persons who enter or who attempt to enter the permit space during entry operations.
6. Determine, whenever responsibility for a permit space entry operation is transferred and at intervals dictated by the hazards and operations performed within the space, that entry operations remain consistent with terms of the entry permit and that acceptable entry conditions are maintained.

J. EMERGENCY PROCEDURES

In the event of an emergency inside the confined space, the attendant/stand-by person shall:

1. Notify emergency services through dispatch immediately prior to attempting any rescue. Rescue and emergency services can be contacted through dispatch via radio relay or when dialing 911.
2. BEFORE entering or approaching the confined space, the attendant/stand by person shall don the SCBA unit prior to a non-entry rescue, unless communication with the worker(s) inside the space clearly indicates that the emergency is not due to air quality.
3. Attempt a non-entry retrieval of entry person.
4. If non-entry retrieval is not possible, await emergency rescue personnel.
5. When rescue personnel arrive the attendant/stand-by person shall inform rescuers of the situation to include hazards they may confront.



6. The attendant/stand-by person shall provide the rescue team with access to all areas needed from which rescue may be necessary so that the rescue team can develop appropriate rescue plans and operation.

K. TRAINING

Training will be provided for all affected employees. Training shall establish employee proficiency in the duties required by confined space and permit required confined space entry. All employees who are required to work in confined spaces shall be trained in the proper procedures for entering permit-required confined spaces. Employee training will be repeated annually or as needed.

All Managers and Supervisors shall strictly enforce this Personnel Directive. Failure to adhere to the above will result in disciplinary action.

L. Equipment

OSHA has noted that improper use or outright failure to use PPE is the major factor in many confined space incidents. OSHA has also determined that compliance with this requirement alone would prevent the recurrence of such incidents.

- **Ins and Outs**

ITH has chosen to use mountain climbing equipment for all entries in and out of confined spaces. This gear, if maintained and used properly, is ideally suited for the type of CSE that ITH employees perform many times every day. This equipment is indispensable for the prevention of falls and engulfment. It is also the primary means of extracting a worker in the event of loss of consciousness, injury, etc.

- **Equipment Descriptions**

- **Sit Harness** - This harness is designed to distribute your body weight and your hang point at the hips and thighs. The field assistant (attendant) also uses a second sit harness on top of the confined space to facilitate entry and exit of the entrant.
- **Chest Harness** – This harness is designed to keep the entrant in an upright position during extraction. In accordance with 29 CFR 1926.1211(c)(1).
- **Rope** - The rope consists of nylon-woven static mountain climbing rope designed to minimize stretch and maximize fall protection. The rope is secured to the front of the sit harness and the chest harness via carabiners and through the Gri-gri.
- **Carabiners** - Spring loaded locking carabiners are provided to secure all of the various pieces of equipment together. Once equipment is secured with the carabiners, they must be locked to provide secure operation.
- **SKYHOOK Rope Wench** – A portable version of the high-performance kernmantle rope-based winches found on the USCG Jayhawks and other rescue helicopters. Two speed winch with detachable handle and can be used to lift loads up to 1,100lbs.
 - Low Speed
 - Gear Ratio: 2.2 to 1 / Power Ratio: 13.5 to 1

- High Speed
 - Gear Ratio: 6 to 1 / Power Ratio: 40 to 1
- **Ascenders** - Left and right handed ascenders are provided to provide various functions.
 - **Entrant** – The entrant will always take an ascender with a fixed loop of lanyard into the confined space with them. This is part of the self-rescue system that enables the entrant to walk up the safety rope and remove themselves from the confined space.
 - **Attendant** - Primarily they are used to pull an entrant out of the confined space. When utilized for extraction the attendant's sit harness will be attached to the safety loop as well as the ascender. Ascenders are also used to lock the excess rope at the topside so the rope live end of the rope does not fall into the hole.
- **Gri-gri** - This mechanical device is attached to the rope and then the carabiner that is attached to the waist harness of the entrant. The Gri-gri is a fall protection device that requires the entrant to depress the Gri-gri in order to descend. During your initial training, the confined space entry and exit set-up will be shown to you. This manual can not give you the set-up required for each application that you may encounter, but a generalized characterization is provided below:

The rope is secured to a fixed stable point i.e. looped around the underside of the work vehicle tire and secured to itself with a carabiner. Double wrapped around the lowest point of a tree or stable pole and secured to itself with a carabiner.

The rope then has a Static Loop tied into it and an ascender attached to the Static Loop with a carabiner. A properly designed Static Loop will be around 3' long and allow the ascender to reach the edge of the hole without going in. The rope then runs through the Gri-Gri and the Gri-Gri is attached to the entrants sit harness with a carabiner. Once the rope passes through the Gri-Gri it is designated as the live end. The live end is then threaded through the carabiner on the chest harness. The live end is monitored by the attendant during the entrants decent. The entrant controls their descent utilizing the Gri-Gri. When the entrant reaches the point where work will be performed the attendant secures the live end to the Static Loop with the attached ascender. This prevents the rope slack from falling into the space.

During the non-emergency ascent the entrant attaches the self-rescue ascender to the rope on the anchored side of the Gri-Gri. Then the entrant places their



foot in the lanyard loop of the self-rescue system, bends leg at knee while sliding ascender up the rope, then steps up in the loop while the attendant pulls the slack from the live end. The entrant then puts their weight back into the sit harness; bends leg at knee while sliding ascender up the rope, then steps up in the loop again while the attendant pulls the slack from the live end. This is repeated until the entrant has reached the exit.

During self-rescue the attendant will not be able to assist the entrant. The entrant attaches the self-rescue ascender to the rope on the anchored side of the Gri-Gri. Then the entrant places their foot in the lanyard loop of the self-rescue system, bends leg at knee while sliding ascender up the rope, then steps up in the loop while pulling the slack from the live end through the Gri-Gri. The entrant then puts their weight back into the sit harness; bends leg at knee while sliding ascender up the rope, then steps up in the loop again while pulling the slack from the live end through the Gri-Gri. This is repeated until the entrant has reached the exit.

During non-entry rescue the entrant will not be able to assist the attendant. The attendant should attach their sit harness to the Static Loop. The attendant should bend at the knees and slide the ascender down the rope while grasping the loose line end of the live end thus eliminating the slack. The attendant should then lift with their legs while keeping the back straight. Then repeat the procedure by grasping the rope, bending at the knees and quickly sliding the ascender down the rope. This ratchet type of maneuver should be repeated until the entrant is out of the confined space.

If the attendant is unable to rescue the entrant using the above procedures the attendant will utilize the Skyhook Rope wench.



REFERENCES

1. Title 29 of the Code of Federal Regulations Part 1910.146 - *Permit-Required Confined Spaces*. U.S. Government Printing Office.
2. Title 29 of the Code of Federal Regulations Part 1926 Subpart AA – *Confined Spaces in Construction*.
3. National Safety Council Data Sheet 1-704-85 - *Confined Space Entry Control System for R&D Operations*, National Safety News.
4. N.I.O.S.H. Training and Resource Manual - *Safety and Health in Confined Workspaces for the Construction Industry*.
5. N.I.O.S.H. 87-113 - *A Guide to Safety in Confined Spaces*.
6. Title 29 of the Code of Federal Regulations Part 1926.652 - *Requirements for Protective Systems*.
7. Title 29 of the Code of Federal Regulations Part 1910.150 - *The Control of Hazardous Energy*.
8. Title 29 of the Code of Federal Regulations Part 1910.134 - *Respiratory Protection*.



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Section 2

Personal Protective Equipment



Interra Hydro Personal Protective Equipment Program

1.0 Introduction

The objective of the Personal Protective Equipment (PPE) Program is to protect employees from the risk of injury by creating a barrier against workplace hazards. Personal protective equipment is not a substitute for good engineering or administrative controls or good work practices, but should be used in conjunction with these controls to ensure the safety and health of employees. Personal protective equipment will be provided, used, and maintained when it has been determined that its use is required and that such use will lessen the likelihood of occupational injury and/or illness.

This program addresses eye, face, head, foot, and hand protection.

Interra Hydro's PPE Program includes:

- Responsibilities of supervisors, employees, and Risk Management
- Hazard assessment and PPE selection
- Employee training
- Recordkeeping requirements

2.0 Responsibilities

2.1 Supervisors

Supervisors have the primary responsibility for implementation of the PPE Program in their work area.

This involves:

- Providing appropriate PPE and making it available to employees.
- Ensuring employees are trained on the proper use, care, and cleaning of PPE.
- Maintaining records on PPE assignments and training.
- Supervising staff to ensure that the PPE Program elements are followed and that employees properly use and care for PPE.
- Ensuring defective or damaged equipment is immediately replaced.

2.2 Employees

The PPE user is responsible for following the requirements of the PPE Program.

This involves:

- Wearing PPE as required.
- Attending required training sessions.
- Caring for, cleaning, and maintaining PPE as required.
- Informing the supervisor of the need to repair or replace PPE.

3.0 Program Components

3.1 Protective Devices

All personal protective clothing and equipment will be of safe design and construction for the work to be performed and shall be maintained in a sanitary and reliable condition. Only those items of protective clothing and equipment that meet NIOSH (National Institute for Occupational Safety and Health) or ANSI (American National Standards Institute) standards will be procured or accepted for use. Newly purchased PPE must conform to the updated ANSI standards which have been incorporated into the OSHA PPE regulations, as follows:

- a. Eye and Face Protection ANSI Z87.1-2003
- b. Head Protection ANSI Z89.1-1997
- c. Foot Protection ASTM F2412-05 and ASTM F2413-05
- d. Hand Protection - There are no ANSI standards for gloves, however, selection must be based on the performance characteristics of the glove in relation to the tasks to be performed.

Careful consideration will be given to comfort and fit of PPE in order to ensure that it will be used. Protective devices are generally available in a variety of sizes. Care should be taken to ensure that the right size is selected.

3.1.1 Eye and Face Protection

Prevention of eye injuries requires that all persons who may be in eye hazard areas wear protective eyewear. This includes employees, visitors, contractors, or others passing through an identified eye hazard area. To provide protection for these personnel, Supervisors of such areas shall procure a sufficient quantity of goggles and/or plastic eye protectors which afford the maximum amount of protection possible. If these personnel wear personal prescription glasses, they shall be provided with a suitable eye protection to wear over them or the employee may wear prescription safety glasses, provided they meet the ANSI Z87.1-2003 standard.

Suitable protection shall be used when employees are exposed to hazards from flying particles, molten metal, acids or caustic liquids, chemical liquids, gases, or vapors, aerosols, or potentially injurious light radiation.

- Wearers of contact lenses must also wear appropriate eye and face protection devices in a hazardous environment.
- Side protectors shall be used when there is a hazard from flying objects.
- Goggles and face shields shall be used when there is a hazard from chemical splash.
- Face shields shall only be worn over primary eye protection (safety glasses or goggles).
- For employees who wear prescription lenses, eye protectors shall either incorporate the prescription in the design or fit properly over the prescription lenses.
- Protectors shall be marked to identify the manufacturer.
- Equipment fitted with appropriate filter lenses shall be used to protect against light radiation. Tinted and shaded lenses are not filter lenses unless they are marked or identified as such.

Prescription Safety Eyewear

OSHA regulations require that each affected employee who wears prescription lenses while engaged in operations that involve eye hazards shall wear eye protection that incorporates the prescription in its design, or shall wear eye protection that can be worn over the prescription lenses (goggles, face shields) without disturbing the proper position of the prescription lenses or the protective lenses.

3.1.2 Head Protection

Head protection will be furnished to, and used by, all employees and contractors engaged in construction and other miscellaneous work. Head protection is also required to be worn by engineers, inspectors, and visitors at construction sites when hazards from falling or fixed objects, or electrical shock are present.

3.1.3 Foot Protection

All affected employees shall use protective footwear that meets the ASTM F 2412-05 and ASTM F 2413-05 standard when working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole.

3.1.4 Hand Protection

Suitable gloves shall be worn when hazards from chemicals, cuts, lacerations, abrasions, punctures, burns, biological contamination, and harmful temperature extremes are present. Glove selection shall be based on performance characteristics of the gloves, conditions, durations of use, and hazards present. One type of glove will not work in all situations.

The first consideration in the selection of gloves for use against chemicals is to determine, if possible, the exact nature of the substances to be encountered. Read instructions and warnings on chemical container labels and Material Safety Data Sheets before working with any chemical. Recommended glove types are often listed in the section for personal protective equipment.

All glove materials are eventually permeated by chemicals. However, they can be used safely for limited time periods if specific use and other characteristics (i.e., thickness and permeation rate and time) are known.

3.2 Cleaning and Maintenance

It is important that all PPE be kept clean and properly maintained. Cleaning is particularly important for eye and face protection where dirty or fogged lenses could impair vision. PPE should be inspected, cleaned, and maintained at regular intervals so that the PPE provides the requisite protection. Personal protective equipment shall not be shared between employees until it has been properly cleaned and sanitized. PPE will be distributed for individual use whenever possible.



It is also important to ensure that contaminated PPE which cannot be decontaminated is disposed of in a manner that protects employees from exposure to hazards.

3.3 Training

Any worker required to wear PPE shall receive training in the proper use and care of PPE. Periodic retraining shall be offered to both the employees and the supervisors, as needed. The training shall include, but not necessarily be limited to, the following subjects:

- When PPE is necessary to be worn.
- What PPE is necessary
- How to properly don, doff, adjust, and wear PPE.
- The limitations of the PPE.
- The proper care, maintenance, useful life and disposal of the PPE.

After the training, the employees shall demonstrate that they understand the components of the PPE Program and how to use PPE properly, or they shall be retrained.

3.4 Recordkeeping

Written records shall be kept of the names of persons trained, the type of training provided, and the dates when training occurred. The Supervisor shall maintain their employees' training records for at least 3 years.

REFERENCES

American Society for Testing and Materials, ASTM F 2412-05, "Standard Test Methods for Foot Protection".

American Society for Testing and Materials, ASTM F 2413-05, "Standard Specification for Performance Requirements for Foot Protection".

American National Standards Institute, American National Standard ANSI Z87.1-2003, "Occupational and Educational Personal Eye and Face Protection Devices".

American National Standards Institute, American National Standard ANSI Z89.1-2003, "American National Standard for Industrial Head Protection".

OSHA Standard 29 CFR 1910.132, "General Requirements"

OSHA Standard 29 CFR 1910.133, "Eye and Face Protection"

OSHA Standard 29 CFR 1910.135, "Head Protection"

OSHA Standard 29 CFR 1910.136, "Occupational Foot Protection"

OSHA Standard 29 CFR 1910.138, "Hand Protection"



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Section 3

Excavation, Trenching and Shoring



Interra Hydro Inc.
EXCAVATION, TRENCHING, AND SHORING PROCEDURE

Scope & Application

This policy sets forth the official practices required for ITH employees working within or near excavations. The services ITH currently provides do not usually involve excavating. However there may be times when we may need to enter an excavated site to perform our tasks. The following guidelines are being provided so you will be able to recognize the types of hazards associated with excavations and thereby avoid them.

Definitions

Aluminum hydraulic shoring

An engineered shoring system comprised of aluminum hydraulic cylinders (crossbraces), used in conjunction with vertical rails (uprights) or horizontal rails (walers). Such a system is designed specifically to support the sidewalls of an excavation and prevent cave-ins.

Benching

A method of protecting employees from cave-ins by excavating the sides of an excavation. To do this you would form one, or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.

Cave-in

The separation of a mass of soil or rock material from the side of an excavation, or the loss of soil from under a trench shield or support system, and its sudden movement into the excavation, either by falling or sliding, in sufficient quantity so that it could entrap, bury, or otherwise injure and immobilize a person.

Competent person

One who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. A competent person should have and be able to demonstrate the following:

Training, experience, and knowledge of:

- soil analysis,
- use of protective systems, and
- the requirements of 29 CFR 1926 Subpart P.

Ability to detect:

- conditions that could result in cave-ins,
- failures in protective systems,
- hazardous atmospheres, and

- other hazards including those associated with confined spaces.

The Competent person must have the authority to take prompt corrective measures to eliminate existing and predictable hazards and to stop work when required.

Excavation

Any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

Registered professional engineer

A person who is registered as a professional engineer in the State of Texas.

Section Modulus

Value which shows how much bending stress can be exerted on a structural member. The more resistance, the higher the modulus. Section modulus differs with the size and shape of a structural member. The same type of member will have a higher section modulus if it is heavier than the same type of member which is lighter because the heavier one will be stiffer.

Shield (shield system)

A structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees with the structure. Shields can be permanent structure or can be designed to be portable and moved along as work progresses. Also known as trench box or trench shield.

Shoring (shoring system)

A structure such as a metal hydraulic, mechanical or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

Sloping (sloping system)

A method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline varies with differences in such factors as the soil type, environmental conditions of exposure, and application of surcharge loads.

Trench (trench excavation)

A narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less, the excavation is also considered to be a trench.



General Requirements:

All excavations shall be made in accordance with the rules, regulations, requirements, and guidelines set forth in 29 CFR 1926.650, .651, and .652; the Occupational Safety and Health Administration's standard on Excavations, except where otherwise noted below.

Procedures

A competent person shall be placed in charge of all excavations. Underground utilities must be located and marked before excavation begins. Employees are not allowed in the excavation while heavy equipment is digging.

Inspections

The competent person shall conduct inspections:

- Daily and before the start of each shift.
- As dictated by the work being done in the trench.
- After every rain storm.
- After other events that could increase hazards, such as snowstorm, windstorm, thaw, earthquake, dramatic change in weather, etc.
- When fissures, tension cracks, sloughing, undercutting, water seepage, bulging at the bottom, or other similar conditions occur.
- When there is a change in the size, location, or placement of the spoil pile.
- When there is any indication of change or movement in adjacent structures.

Soil Types

Type A - Most stable: clay, silty clay, and hardpan (resists penetration). No soil is Type A if it is fissured, is subject to vibration of any type, has previously been disturbed, or has seeping water.

Type B - Medium stability: silt, sandy loam, medium clay and unstable dry rock; previously disturbed soils unless otherwise classified as Type C; soils that meet the requirements of Type A soil but are fissured or subject to vibration.

Type C - Least stable: gravel, loamy sand, soft clay, submerged soil or dense, heavy unstable rock, and soil from which water is freely seeping.

Layered geological strata (where soils are configured in layers) - The soil must be classified on the basis of the soil classification of the weakest soil layer. Each layer may be classified individually if a more stable layer lies below a less stable layer, i.e. where a Type C soil rests on top of stable rock.

Testing Methods



The competent person in charge of the excavation shall be responsible for determining whether the soil is Type B or C. If the competent person wants to classify the soil as Type C, they do not need to do any tests. However, tests must be conducted to determine if the soil can be classified as Type B. To do this, the competent person shall use a visual test coupled with one or more manual tests.

- **Visual test**

In addition to checking the items on the trench inspection form, the competent person should perform a visual test to evaluate the conditions around the site. In a visual test, the entire excavation site is observed, including the soil adjacent to the site and the soil being excavated. The competent person also checks for any signs of vibration. During the visual test, the competent person should check for crack-line openings along the failure zone that would indicate tension cracks, look for existing utilities that indicate that the soil has been previously disturbed, and, if so, what sort of backfill was used, and observe the open side of the excavation for indications of layered geologic structuring. This person should also look for signs of bulging, boiling, or sloughing, as well as for signs of surface water seeping from the sides of the excavation or from the water table. In addition, the area adjacent to the excavation should be checked for signs of foundations or other intrusions into the failure zone, and the evaluator should check for surcharging and the spoil distance from the edge of the excavation.

- **Manual tests**

Thumb penetration test

Attempt to press the thumb firmly into the soil in question. If the thumb penetrates no further than the length of the nail, it is probably Type B soil. If the thumb penetrates the full length of the thumb, it is Type C. It should be noted that the thumb penetration test is the least accurate testing method.

Dry strength test

Take a sample of dry soil. If it crumbles freely or with moderate pressure into individual grains it is considered granular (Type C). Dry soil that falls into clumps that subsequently break into smaller clumps (and the smaller clumps can only be broken with difficulty) it is probably clay in combination with gravel, sand, or silt (Type B).

Plasticity or Wet Thread Test

Take a moist sample of the soil. Mold it into a ball and then attempt to roll it into a thin thread approximately 1/8 inch in diameter by two inches in length. If the soil sample does not break when held by one end, it may be considered Type B.

A pocket penetrometer, shearvane, or torvane may also be used to determine the unconfined compression strength of soils.

Spoil

Temporary spoil shall be placed no closer than 2 feet from the surface edge of the excavation, measured from the nearest base of the spoil to the cut. This distance should not be measured from the crown of the spoil deposit. This distance requirement ensures that loose rock or soil from the temporary spoil will not fall on employees in the trench.

Spoil should be placed so that it channels rainwater and other run-off water away from the excavation. Spoil should be placed so that it cannot accidentally run, slide, or fall back into the excavation.

Permanent spoil should be placed some distance from the excavation.

Surface Crossing of Trenches

Surface crossing of trenches should not be made unless absolutely necessary. However, if necessary, they are only permitted under the following conditions:

- Vehicle crossings must be designed by and installed under the supervision of a registered professional engineer.
- Walkways or bridges must:
 - have a minimum clear width of 20 inches,
 - be fitted with standard rails, and
 - extend a minimum of 24 inches past the surface edge of the trench.

Ingress and Egress

Trenches 4 feet or more in depth shall be provided with a fixed means of egress.

Spacing between ladders or other means of egress must be such that a worker will not have to travel more than 25 feet laterally to the nearest means of egress.

Ladders must be secured and extend a minimum of 36 inches above the landing.

Metal ladders should not be used when electric utilities are present.

Exposure to Vehicles

Employees exposed to vehicular traffic shall be provided with and required to wear reflective vests or other suitable garments marked with or made of reflective or high-visibility materials.

Trained flag persons, signs, signals, and barricades shall be used when necessary.

Exposure to Falling Loads

All employees on an excavation site must wear hard hats.

Employees are not allowed to work under raised loads.

Employees are not allowed to work under loads being lifted or moved by heavy equipment used for digging or lifting.

Employees are required to stand away from equipment that is being loaded or unloaded to avoid being struck by falling materials or spillage.



Equipment operators or truck drivers may remain in their equipment during loading and unloading if the equipment is properly equipped with a cab shield or adequate canopy.

Warning Systems for Mobile Equipment

The following steps should be taken to prevent vehicles from accidentally falling into the trench:

- Barricades must be installed where necessary,
- Hand or mechanical signals must be used as required,
- Trenches left open overnight shall be fenced and barricaded.

Hazardous Atmospheres and Confined Spaces

Employees shall not be permitted to work in hazardous and/or toxic atmospheres. Such atmospheres include those with:

- less than 19.5% or greater than 23.5% oxygen,
- a combustible gas concentration greater than 10% of the lower flammable limit,
- concentrations of hazardous substance that exceed those specified in the Threshold Limit Values for airborne contaminants established by the ACGIH.

Testing for Atmospheric Contaminants

If there is any possibility that the trench or excavation could contain a hazardous atmosphere, atmospheric testing must be conducted prior to entry. Conditions that might warrant atmospheric testing would be if the excavation was made in a landfill area or if the excavation was crossed by, was adjacent to, or contained pipelines containing a hazardous material (for example, natural gas lines).

Testing should be conducted before employees enter the trench and should be done regularly to ensure that the trench remains safe. The frequency of testing should be increased if equipment is operating in the trench.

Testing frequency should also be increased if welding, cutting, or burning is done in the trench.

Some trenches qualify as confined spaces. When this occurs, compliance with ITH Procedures is also required.

Standing Water and Water Accumulation

Methods for controlling standing water and water accumulation must be provided and should consist of the following if employees must work in the excavation:

- Use of special support or shield systems approved by a registered professional engineer.
- Water removal equipment, such as pumps, used and monitored by a competent person.
- Employees removed from the trench during rainstorms



- Trenches carefully inspected by a competent person after each rain and before employees are permitted to re-enter the trench.

Benching, Sloping, Shoring, and Shielding Requirements

All excavations or trenches 4 feet or greater in depth shall be appropriately benched, shored, or sloped according to the procedures and requirements set forth in OSHA's Excavation standard, 29 CFR 1926.650, .651, and .652.

Excavations or trenches 20 feet deep or greater must have a protective system designed by a registered professional engineer.

Excavations under the base of a footing of a foundation or wall will require a support system designed by a registered professional engineer.

Sidewalks and pavement shall not be undermined unless a support system or another method of protection is provided to protect employees from their possible collapse.

- **Benching**

There are two basic types of benching single and multiple, which can be used in conjunction with sloping.

In Type B soil, the vertical height of the benches must not exceed 4 feet. Benches must be below the maximum allowable slope for that soil type. In other words, a 10-foot deep trench in Type B soil must be benched back 10 feet in each direction, with the maximum of a 45-degree angle.

Benching is not allowed in Type C soil.

- **Sloping**

Maximum allowable slopes for excavations less than 20' based on soil type and angle to the horizontal are as follows:

Soil Type	Height/depth ratio	Slope angle
Type B	1:1	45 Degrees
Type C	1 ½:1	34 Degrees

A 10-foot-deep trench in Type B soil would have to be sloped to a 45-degree angle, or sloped 10 feet back in both directions. Total distance across a 10-foot-deep trench would be 20 feet, plus the width of the bottom of the trench itself. In Type C soil, the trench would be sloped at a 34-degree angle, or 15 feet back in both directions for at least 30 feet across, plus the width of the bottom of the trench itself. (For an Illustration of Simple Slope Trenching in B and C Type Soils see Appendix 3)

- **Shoring**



Shoring or shielding is used when the location or depth of the cut makes sloping back to the maximum allowable slope impractical. There are two basic types of shoring, timber and aluminum hydraulic.

Hydraulic shoring provides a critical safety advantage over timber shoring because workers do not have to enter the trench to install them. They are also light enough to be installed by one worker; they are gauge-regulated to ensure even distribution of pressure along the trench line; and they can be adapted easily to various trench depths and widths. However, if timber shoring is used, it must meet the requirements of 29 CFR 1926.650, .651, and .652.

All shoring shall be installed from the top down and removed from the bottom up. Hydraulic shoring shall be checked at least once per shift for leaking hoses and/or cylinders, broken connections, cracked nipples, bent bases, and any other damaged or defective parts.

The top cylinder of hydraulic shoring shall be no more than 18 inches below the top of the excavation.

The bottom of the cylinder shall be no higher than four feet from the bottom of the excavation. (Two feet of trench wall may be exposed beneath the bottom of the rail or plywood sheeting, if used.)

Three vertical shores, evenly spaced, must be used to form a system.

Wales are installed no more than two feet from the top, no more than four feet from the bottom, and no more than four feet apart, vertically.

- **Shielding**

Trench boxes are different from shoring because, instead of shoring up or otherwise supporting the trench face, they are intended primarily to protect workers from cave-ins and similar incidents.

The excavated area between the outside of the trench box and the face of the trench should be as small as possible. The space between the trench box and the excavation side must be backfilled to prevent lateral movement of the box. Shields may not be subjected to loads exceeding those which the system was designed to withstand.

Trench boxes are generally used in open areas, but they also may be used in combination with sloping and benching.

The box must extend at least 18 inches above the surrounding area if there is sloping toward the excavation. This can be accomplished by providing a benched area adjacent to the box.

Any modifications to the shields must be approved by the manufacturer.

Shields may ride two feet above the bottom of an excavation, provided they are calculated to support the full depth of the excavation and there is no caving under or behind the shield.

Workers must enter and leave the shield in a protected manner, such as by a ladder or ramp.

Workers may not remain in the shield while it is being moved.



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Section 4

Work Zone Safety

Interra Hydro Inc. Work Zone Safety

Introduction

The purpose for this section is to provide guidance for keeping the work zone safe for employees and all others that may enter or come near the work zone. This includes traffic control, identification and marking of the work zone, pre-work inspection, setup and cleanup, and organization of the job site.

1.0 Responsibilities

1.1 Supervisors

Supervisors have the primary responsibility for the implementation of proper work zone safety.

This involves:

- Providing appropriate traffic control devices and supplies. This includes signs, traffic cones, barricades, temporary fencing, safety vests, lights, flags, etc...
- Ensuring employees are trained on the proper procedures for setting up a safe work zone.
- Maintaining records on work zone safety training.
- Supervising staff to ensure that the Work Zone Safety Program elements are followed.
- Ensuring defective or damaged equipment is immediately replaced.
- Organization of the work site.

1.2 Employees

Each employee is responsible for following the requirements of the Work Zone Safety Program.

This involves:

- Utilizing appropriate traffic control measure as required.
- Attending required training sessions.
- Caring for, cleaning, and maintaining traffic control and work zone safety equipment.
- Informing the supervisor of the need to repair or replace work zone safety equipment.

All work zone safety devices and equipment will be of safe design and construction and shall be maintained in a sanitary and reliable condition

2.0 Job Site Setup

Jobsites should be setup with careful consideration given to the site location, vehicle and pedestrian traffic flow, time of day, number of workers on site, and weather conditions.

Upon arrival, the jobsite must be setup and rendered safe for workers, clients, and the public before any site work can be performed.

The following is a check list for setting up a job site:

- ☐ All vehicles and equipment should be located off of the roadways whenever possible.
- ☐ If any part of a vehicle and/or equipment is located in the roadway; proper cone and signage must be utilized for traffic control.
- ☐ Any road closure must be coordinated with the client and local authorities.
- ☐ Vehicles and equipment should be arranged on the job site in a manner that provides protection for the workers and helps to define the work site.
- ☐ Once the traffic control measures have been set in place the overall jobsite must be secured.
- ☐ The site must be defined utilizing cones, barricades, temporary fencing, vehicles, equipment, and any other material that makes the public aware of the jobsite boundaries. The public must be kept outside of the jobsite for the workers and the public's safety.
- ☐ The jobsite must be inspected for any other hazards such as; domesticated animals, wild animals, nature (poisonous and/or thorny vegetation, dead trees, poisonous insects, etc...), sharp objects, combustibles, electrical, dilapidated manmade structures, and any other item/issue that may create a hazard.

3.0 Working in the Jobsite

After the jobsite has been setup and rendered safe and the site work has begun; the safety of the site must be maintained. Supervisors and workers must be aware of their surroundings and ever changing conditions. At times conditions may change that require work to stop and the jobsite safety measures to be adjusted to address the new conditions.

Situation and conditions that may require the jobsite safety measures to be adjusted include:

- ☐ Increase in vehicular traffic.
- ☐ Increase in pedestrian traffic.
- ☐ Change in the weather.
- ☐ Changes in nearby construction activities.
- ☐ Fire and/or Police activities in the area.
- ☐ Any activity from the public that jeopardizes the safety of the jobsite, workers, or the public.

Supervisors and workers must be constantly aware that while they are concentrating on the tasks being performed within the jobsite; the world outside of the jobsite is still in motion and ever changing. Workers must be alert to any change in conditions that may potentially affect the safety of the work site and act accordingly to prevent the unsafe conditions.



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Section 5

Wastewater Hygiene



Interra Hydro Inc.
WASTEWATER HYGIENE GUIDLINES

Working in the wastewater field can be a hazardous profession. The following are some guidelines to follow that will help workers in this field to stay healthy on the job. These guidelines are not all inclusive. It is the responsibility of each employee to review their own situations and apply the appropriate safeguards to assure a safe working environment. Additional safeguards and consideration beyond those discussed here may apply in certain situations.

Water borne disease is a concern for wastewater workers. National Institute of Occupational Safety and Health (NIOSH) points out that sewage workers, like all adults, should be current on their tetanus-diphtheria immunization. NIOSH (along with several other agencies and researchers) do acknowledge that there may be some potential risk for water borne pathogens and they further state that one of the best defenses against water borne disease for sewage workers is to practice good hygiene and good house keeping.

Supervisors are responsible for ensuring:

- Anti-Bacterial soap is available and on the job-site.
- Ample supplies of water are available for washing and rinsing contaminated body parts, tools, and equipment.
- Paper towels, shop towels, and/or rags are on hand.
- Disinfectant spray is on hand.
- Rubber gloves are on hand.
- A stocked first-aid kit is on the job-site.
- Tools and equipment are cleaned and sanitized.

Workers are responsible for:

- Utilizing the equipment and supplies provided for them.
- Notifying the supervisor when supplies need to be restocked.
- Cleaning and disinfecting tools and equipment.

Workers that have the potential to come into contact with wastewater and/or anything that may have been in contact with wastewater should follow the guidelines listed below.

- Workers should wash their hands frequently with anti-bacterial soap. Be sure to wash thoroughly and scrub under nails with a brush. Especially be sure to wash up before eating, smoking or drinking.
- Open cuts or wounds should be protected, be sure to replace contaminated dressings.
- Avoid direct contact with wastewater; you should wear rubber gloves and protective clothing when working with wastewater.
- Do not wear contaminated or soiled clothing and wash work clothes regularly to remove contaminants. Bringing contaminated work clothing home may expose other family members to pathogens. If work clothing is too washed at the workers home; care should be taken to avoid contaminating other clothing, home furnishings, carpet, appliances, etc... It is recommended that after the contaminated clothing is washed; the washing machine should be run through another wash cycle empty, with detergent, and using hot water.



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- In spite of our best efforts, at times things may go wrong that result in large amounts of wastewater or wastewater residues coming into contact with workers. If you get sprayed or soaked down with sewage or sewage residues, you should wash the contaminated areas of your body with anti-bacterial soap and change your cloths. With this in mind; it is recommended that all workers keep an extra set of cloths with them when on a job site.
- Keep your fingernails short and DO NOT bite your nails!
- DO NOT stick your fingers or hands in your mouth, nose, eyes or ears.

Remember that you are working with wastewater. Wastewater contains household and industrial waste. This includes chemicals, feces, blood, and anything else that can be flushed and/or drained into the wastewater systems.



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Section 6

Bloodborne Pathogens Exposure Control



Interra Hydro Inc.
BLOODBORNE PATHOGENS EXPOSURE CONTROL

Interra Hydro (ITH) employees are not first responders for emergencies and therefore portions of the following information may not apply to your normal work duties. ITH employees do come into contact with wastewater which can contain blood and have the potential of being placed in a first responder role due to accidents and injuries on the jobsite or during travel. The following information is aimed at making you aware of the risks of coming into direct contact with blood and how to minimize that risk.

1 PURPOSE

The purpose of the Exposure Control Plan is to eliminate or minimize employee exposure to bloodborne pathogens and other infectious diseases.

2 SCOPE

This Exposure Control Plan applies to all ITH employees particularly to those who perform tasks that increase their potential exposure to bloodborne pathogens. This plan is intended to be a guideline for all employees to follow.

3 DEFINITIONS

Aerosolization - to cause a fine, solid or liquid particle to become suspended in a gas. (Water suspended in air - mist)

Amniotic Fluid - fluid found in the sac surrounding the fetus during pregnancy.

Blood - human blood, human blood components, and products made from human blood or its components.

Bloodborne Pathogens - pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (Hep B) and human immunodeficiency virus (HIV).

CDC - Center for Disease Control.

Communicable Disease - Those infectious illnesses that are transmitted through direct or indirect (including airborne) contact with an infected individual including, but not limited to, the body fluids of the infected individual.

Contaminated - the presence, or the reasonably anticipated presence, of blood or other potentially infectious materials on an item or surface.

Contaminated Laundry - laundry that has been soiled with blood or other potentially infectious materials or may contain contaminated sharps.

Contaminated Sharps - any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, knives, broken glass, jagged metal, broken capillary tubes, and exposed dental wires.



Decontamination - the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

Discharge to Sanitary Sewer System - A discharge or flushing of waste into a sanitary sewer system which is done in accordance with provisions of local sewage discharge ordinances.

Exposure Incident - a specific exposure to the eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.

Grossly Contaminated Materials - materials soaked with a sufficient amount of blood that when squeezed or compacted, liquid blood will be released.

Hand washing Facilities - A facility that provides an adequate supply of running water, soap and single use towels or hot air drying machines.

Hep B- Hepatitis B Virus (HBV) - A viral disease of the liver, transmitted through blood and blood products

HIV - Human Immunodeficiency Virus

Immersed - A process in which waste is submerged fully into a liquid chemical agent in a container, or that a sufficient volume of liquid chemical agent is poured over a contained waste, such that the liquid completely surrounds and covers the waste items in the container.

Occupational Exposure - reasonably anticipated skin, eye, mucous membrane, or parenteral (piercing) contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. (Example: emergency care, first aid, etc.)

Other Potentially Infectious Materials (OPIM)

- (a) The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all raw, undiluted body fluids in situations where it is difficult or impossible to differentiate between body fluids but where it can be reasonably anticipated that blood may exist.
- (b) Any unfixed tissue or organ (other than intact skin) from a human (living or dead).
- (c) HIV - containing cell or tissue cultures, organ cultures, and HIV - or Hep B - containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV and Hep B.

Parenteral - piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions.

Pericardial Fluid - fluid found in the fibrous sac surrounding the heart.

Peritoneal Fluid - fluid found within the lining of the pelvic and abdominal cavities.



Personal Protective Equipment (PPE) - specialized clothing or equipment worn by an employee for protection against a hazard including, but not limited to, gloves, laboratory coats, face shields, masks, and mouthpiece. General work clothes (e.g., uniforms, pants, shirts or blouses) not intended to function as protection against a hazard are not considered to be personal protective equipment.

Pleural Fluid - a clear fluid found in the pleural lining of the chest cavity.

Receiving Facility - That facility that initially receives the patient for treatment.

Regulated Waste - liquid or semi liquid blood or other potentially infectious materials; grossly contaminated items that would release blood or other potentially infectious materials in a liquid or semi liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.

Serostatus - the status of a persons blood regarding whether or not it is infectious.

Sharps with engineered sharps injury protections - a nonneedle sharp or a needle device used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, with a built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

Source Individual - any individual, living or dead, whose blood or other potentially infectious materials may be a source of occupational exposure to the employee. Examples include, but are not limited to, hospital and clinic patients; trauma victims; arrestees; known IV drug users; and individuals from a known risk group.

Sterilize - the use of a physical or chemical procedure to destroy all microbial life, including highly resistant bacterial endospores.

Synovial Fluid - a clear fluid found in the joints and other areas where friction exists.

Universal Precautions - an approach to infection control in which all human blood and certain human body fluids are treated as if known to be infectious for HIV, Hep B, and other bloodborne pathogens.

Work Practice Controls - controls that reduce the likelihood of exposure by altering the manner in which a task is performed (e.g., prohibiting recapping of needles by a two-handed technique).

4 RESPONSIBILITIES

4.1 Management Team

Management team is responsible for:

- (a) Ensuring the development, annual review, and implementation of this BBP Exposure Control Plan.
- (b) Ensuring minimum standards analogous to Occupational Safety and Health Administration (OSHA) requirements are met.



- (c) Ensuring that staff with potential risk of worksite exposure to Bloodborne Pathogens are provided Bloodborne Pathogen Education prior to exposure, when new information is available, and annually.
- (d) Ensuring funding is available for the purchase of the proper PPE.

4.2 Supervisors

Supervisors are responsible for:

- (a) Assuring employees receive appropriate training.
- (b) Assuring the use of universal precautions when dealing with human blood and other body fluids.
- (c) Contacting Management if the employee is injured or believed to have been exposed to a potentially contaminated material outside of the normal work related exposure.
- (d) Investigating occupational exposure incidents and completing and ensure the employee completes an accident statement.
- (e) Assuring employee compliance with these procedures.
- (f) Ensure proper PPE is available on the worksite.

4.3 Employees

All employees are responsible for:

- (a) Assuming responsibility for their own health and safety.
- (b) Observing universal precautions at all times.
- (c) Using, cleaning, maintaining, and storing personal protective equipment (PPE) appropriately.
- (d) Decontaminating equipment, vehicles, and tools prior to repair, service or whenever needed after contact with blood or other potentially infectious materials.
- (e) Reporting any actual or suspected occupational exposure incidents to their supervisor as soon as possible.
- (f) Utilizing PPE.
- (g) Attending training.

5 METHODS OF COMPLIANCE

General

Universal/Standard precautions shall be observed in order to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials. This includes wastewater.

5.1 Personal Protective Equipment (PPE)

5.1.1 Provision

- (a) When there is occupational exposure, ITH shall provide or replace, at no cost to the employee, appropriate personal protective equipment such as, but not limited to, gloves, and eye protection.
- (b) Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee’s work clothes, street clothes,

undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of the time that the PPE will be used.

- (c) All PPE shall be fluid resistant.
- (d) PPE shall be chosen based on the anticipated exposure to blood or other potentially infectious materials. However, hip waders or boots shall be worn in instances when gross contamination can reasonably be anticipated.

5.1.2 Use

- (a) Supervisors are responsible for evaluating tasks for the applicability of PPE and for providing, requiring and monitoring its use.
- (b) Supervisors are also responsible for ensuring that employees are trained on the proper use, storage and disposal of PPE.
- (c) PPE shall be utilized when conducting the following tasks:
- (d) Cleaning contaminated tools/instruments (gloves, protective eyewear)
- (e) Any other task involving occupational exposure

5.1.3 Accessibility

- (a) The supervisor shall ensure that appropriate personal protective equipment in the appropriate sizes is readily accessible at the worksite or is issued to employees.
- (b) Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.

5.1.4 Cleaning, Laundering, and Disposal

- (d) PPE shall be cleaned, laundered, and disposed of at no cost to employees.
- (e) All repairs and replacements to PPE shall be done as needed to maintain its effectiveness and shall be made at no cost to employees.
- (f) Equipment and supplies must be assessed periodically to determine replacement needs and document that these assessments have been made and supplies replaced.
- (g) All garments, which are penetrated by blood, body fluids containing visible amounts of blood, or other potentially infectious materials, shall be removed immediately or as soon as feasible.
- (h) All PPE shall be removed prior to leaving the work area.
- (i) When PPE is removed, it shall be placed in the appropriate designated receptacle for storage, washing, decontamination or disposal.
- (j) Gloves shall be worn when it can be reasonably anticipated that the employee may have hand contact with blood, other potentially infectious materials, when handling or touching contaminated items or surfaces.
- (k) Disposable (single use) gloves, such as surgical or examination gloves shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.
- (l) Disposable (single use) gloves shall not be washed or decontaminated for re-use.
- (m) Utility gloves may be decontaminated for re-use if the integrity of the glove is not compromised. Utility gloves shall be discarded if they are cracked, peeling, torn, punctured, exhibit other signs of deterioration, or when their ability to function as a barrier is compromised.

- (n) Masks, Eye Protection, and Face Shields. Masks in combination with eye protection devices, such as goggles or glasses with solid side shields, or chin length face shields, are required to be worn whenever splashes, spray, splatter, or droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can be reasonably anticipated.
- (o) When an outside laundry service is used for employee work cloths they should be notified of the potential for contaminated clothing, by the employee.

5.2 D. Work Practice Controls

5.2.1 Hand Washing

- (a) Hand washing facilities, which are readily accessible, shall be provided to employees who are exposed to blood or other potentially infectious materials.
- (b) When hand-washing facilities are not feasible, the supervisor shall provide either an appropriate antiseptic hand cleaner in conjunction with clean cloth/paper towels or antiseptic towelettes.
- (c) When antiseptic hand cleaners or towelettes are used, hands shall be washed with soap and running potable water as soon as feasible.
- (d) Supervisors are responsible for ensuring that employees wash their hands and any other potentially contaminated skin area with soap and water immediately or as soon as feasible after the removal of PPE and gloves.
- (e) Supervisors shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of body areas with blood or other potentially infectious materials.

5.2.2 Cleaning Contaminated Equipment

- (a) Equipment in need of repair, which becomes contaminated with blood or other potentially infectious materials shall be examined prior to servicing or shipping and shall be decontaminated as necessary. Decontamination can be performed using a 10% bleach solution, isopropyl alcohol, or any EPA approved disinfectant (ex. Lysol).
- (b) Equipment (instruments or tools) shall be disinfected in such a manner as to minimize manual contact prior to servicing or shipping, using a bleach solution or any disinfectant that is labeled as approved by the EPA.
- (c) Heavy duty gloves and splash-goggles should be worn while you are cleaning instruments or tools.
- (d) Employees should not place common instruments such as pens, penlights, stethoscopes, or other items in their mouths, because they may be contaminated.

5.2.3 Housekeeping

- (a) Employees shall ensure that the worksite is maintained in a clean and sanitary condition.
- (b) All equipment and working surfaces shall be cleaned and decontaminated after contact with blood or other potentially infectious materials.
- (c) All contaminated work surfaces shall be decontaminated with an appropriate disinfectant after completion of procedures; immediately or as soon as feasible when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials, and at the end of the work shift if the surface may have become contaminated since the last cleaning.
- (d) A bleach solution (1:10) or any disinfectant that is labeled as approved by the EPA can be used for decontamination.



- (e) All bins, pails, cans and similar receptacles intended for reuse which have a reasonable likelihood for becoming contaminated with blood or other potentially infectious materials shall be inspected and decontaminated on a regularly scheduled basis and cleaned and decontaminated immediately or as soon as feasible upon visible contamination.
- (f) Broken glassware or other sharp items which may be contaminated, shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dustpan, tongs, or forceps.

5.2.4 Vehicles

Vehicles shall be disinfected in such a manner as to minimize manual contact at the end of each work day, prior to servicing and as needed due to contamination. A bleach solution or any other disinfectant that is labeled as approved by the EPA can be used. Special consideration as to the type of disinfectant used when cleaning the interior of the vehicles so no damage is caused to the upholstery, dash, steering wheel, flooring, door panels, trim, or any other portion of the vehicles interior.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sandy Wirtanen 512-974-7711	PM Name/Phone	
Sponsor/User Dept.	Austin Water	Sponsor Name/Phone	Darrell Richmond 512-972-0313
Solicitation No	IFB 2200 SLW1008	Project Name	Smoke Testing, Manhole Inspection, and Lateral TV Inspection of Sewer Collection System
Contract Amount	Three years with two 12-month options at \$140,000/year	Ad Date (if applicable)	7/30/2018
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The City of Austin seeks a qualified Vendor to perform smoke testing, manhole inspection, and lateral inspection in the wastewater collection system. The Contractor shall perform and document smoke testing and manhole inspections in wastewater mains as assigned. As part of this process, when smoke testing defects are identified in the lateral sections of the sewers, the Contractor shall perform lateral TV inspection as applicable.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous solicitation, STA1158, was issued with no goals. No subcontractors are utilized.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91063 - Public Utilities: Water, Sewer, and Gas Maintenance		50%	
99287 - Underground Leak Testing Services		50%	
Sandy Wirtanen		7/10/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	7/11/2018	Date Assigned to BDC	7/11/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	



GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Subcontracting Opportunities Identified

None

John Wesley Smith 07/11/18

SMBR Staff

John Wesley Smith
Signature/ Date

SMBR Director or Designee

Date

7-12-18

Returned to/ Date: